



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

सोमवार, 27 जनवरी, 2020 / 7 माघ, 1941

हिमाचल प्रदेश सरकार

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

Dated the 8th May, 2019

No. Shram(A)6-3/2019(Awards).—In exercise of the powers vested under section 17(1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to order the publication of awards of the following cases announced by the Presiding Officer, Labour Court Shimla on the website of the Department of Labour & Employment Government of Himachal Pradesh :—

Sl. No	Reference/ Application	Title	Section
1.	Ref. 161/2017	Chet Ram Vs. The Secretary, HPSEB, Vidyut Bhawan, Chaura Maidan, Shimla & Anr.	10
2.	Ref. 90/2018	Misser Chand Vs. Tarsem Bharti, M/s R.P. Appliances, Unit-II, Plot No.85/1 Industrial Area Shoghi, Shimla.	10
3.	Ref. 31/2017	Workers Union Vs. M/s Himalayan International School, Chharabra, Shimla.	10
4.	Ref. 13/2012	Gabriel Employees Union Vs. M/s Federal Mogul Bearing India Limited, Plot No.5, Sector-2, Parwanoo, District Solan.	10
5.	Ref. 41/2015	Ms. Rupa Thakur & Ors. Vs. Factory Manager, M/s Roma Pharma Pvt. Ltd. The Mall, Solan.	10
6.	Ref. 45/2016	Shreenath Vs. The General Manager, M/s NPP Printing Packaging, Village Damuwala, Barotiwala, Distt. Solan, H.P.	10
7.	Ref. 68/2015	Rajiv Garg Vs. The Factory Manager, M/s Auro Textile, Sai Road Baddi, Distt. Solan, H.P.	10
8.	Ref. 32/2015	Sh. Rajiv Vs. The D.F.O. Rohru Forest Division, Rohru, Distt. Shimla, H.P.	10

By order,
NISHA SINGH, IAS,
Addl. Chief Secretary (Lab. & Emp.).

**IN THE COURT OF SHRI CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Ref. No. 161 of 2017

Instituted on 2-11-2017

Decided on 19-1-2019

Chet Ram s/o Shri Sita Ram, r/o Village Pandan, P.O Khera, Tehsil Sunni, District Shimla, H.P. . .Petitioner.

Vs

1. The Secretary HPSEB Ltd. Vidyut Bhawan, Chaura Maidan, Shimla, HP.
2. The Senior Executive Engineer, electrical Division, HPSEBL, Sunni, District Shimla, H.P. . .Respondents.

Reference under section 10 of the Industrial Disputes Act, 1947

For petitioner : Shri Narinder Sharma, Advocate
For respondents : Shri Ramakant Sharma, Advocate

AWARD

The following reference was received for adjudication from the appropriate government:—

“Whether demand of Shri Chet Ram s/o Shri Sita Ram, Village Paden, P.O Khera, Tehsil Sunni, District Shimla H.P. vide demand notice dated nill (copy enclosed) before the Secretary, Himachal Pradesh State Electricity Board Ltd., Vidyut Bhawan, Chauramaidan Shimla, H.P. for reinstatement of his services alongwith seniority and consequently regularization is legal and justified? If yes, what relief including reinstatement, amount of back-wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer?”

2. The case of the petitioner, as it emerges from the statement of claim is that he was initially engaged on daily wage basis with the respondent board in 1993 and he worked as such in Sunni Division, Tehsil Sunni, District Shimla, H.P. Apart from the petitioner, many other persons had been engaged by the respondent board on daily wages. The board thereupon terminated the services of the petitioner, despite having retained many juniors to him. The board is also stated to have appointed many fresh hands after his termination, which was in clear cut violation of the provisions of sections 25-F, G and H of the Industrial Disputes Act.

3. It is the further the case of the petitioner that he had challenged his termination before the Learned H.P. State Administrative Tribunal. The OA being 1631/1998. In pursuance to and interim order passed by the said Tribunal, he continued working on daily wages till 2002. It however, transpired that the OA preferred by the petitioner was however returned for want of jurisdiction. However, in the mean time the respondent board had issued a communication dated 6-11-2002, converting the services of the petitioner to work charge. The communication thereof has been annexed as annexure A-1 (Ex. PW-1/A).

4. It seems despite the said communication having been issued, the petitioner was not conferred the status of a work charge and as such he was again constrained to file an OA before the Learned Administrative Tribunal, which came to be transferred to Hon'ble High Court as CWP (T) No. 8918/2008, on the scraping of the H.P. State Administrative Tribunal. The Hon'ble High Court, while deciding the aforesaid writ petition *vide* order dated 1-12-2010, allowed the petitioner to approach the respondent Board. The board having been directed by the Hon'ble High Court to extend the similar treatment to the petitioner, in case junior to the petitioner had been retained by the respondent board.

5. It is further the case of the petitioner, that certain similar situated persons had been re-engaged by the respondents either directly or on the basis of the awards passed by this Court. One of them being reference No. 13/2006 titled as Gopal Singh *Vs.* Executive Engineer, has been annexed along-with by the petitioner as Annexure A-2.

6. It is further averred by the petitioner that in-spite of directions issued by the Hon'ble High Court on 1-12-2010 [*vide* CWP(T) No. 8918/2008], the respondent board did not consider the case of the petitioner and he was again constrained to file a Civil Writ Petition No. 4894/2011 and the Hon'ble High Court *vide* an order dated 28-3-2016, permitted the petitioner to raise a demand in view of order dated 6-11-2002, before the Labour-cum-Conciliation Officer and hence the present reference.

7. The petitioner thus eventually averred that the termination was illegal and bad in the eyes of law being violative of the provisions of The Industrial Disputes Act, more so, as persons junior to the petitioner had been retained by the respondent board namely one Dharam Dass and

Gopal Dass. They had also been granted work charge status by the respondent, whereas the services of the petitioner had been illegally terminated. The petitioner thus seeks reinstatement in service alongwith all consequential benefits including back-wages.

8. While contesting the claim, the respondent board *inter-alia* raised preliminary objections *vis-a-vis* maintainability, non-joinder and mis-joinder of necessary parties and the petitioner having not approached this Tribunal with clean hands. The respondent board has also raised the objection relating to limitation. Per the respondents, the petitioner worked on muster roll basis uptill 21-3-1998 and till that time he had worked for only 150 days with the board. The petitioner had worked till 16-4-2002 on the strength of the stay order granted by the Administrative Tribunal *w.e.f.* 15-11-1998, as directed *vide* OA No. 1631 of 1998. As per the respondents, CWP No. 8918 of 2008 was disposed off by the Hon'ble High Court *vide* a judgment dated 1-12-2010 and as such there is a delay of six years in raising the Industrial Dispute after the judgment was passed by the Hon'ble High Court and from the date of termination the delay is about eighteen years.

9. On merits, it is the contention of the respondent board that the petitioner was initially engaged as a beldar on daily wage basis on 26-6-1993 and he worked as such till 21-3-1998 and that too intermittently. The petitioner had only worked for 115 days in the first instance. It was on the strength of the interim order passed by the Ld. H.P. State Administrative Tribunal in OA No. 1631 of 1998 that the petitioner was re-engaged *w.e.f.* 15-11-1998 till his termination on 16-4-2002, that is, after the disposal of OA No. 1631 of 1998, which was dismissed for want of jurisdiction and returned to the petitioner. The petitioner was discharged by the respondent board after giving him one month's advance notice. The respondent board has placed on record the mandays chart of the petitioner *vide* annexure R-1 (Ex. RW-1/A).

10. Further per the respondents, the petitioner has only worked for 32 days in the year 1993, 75 days in 1994 and 8 days in 1998. The petitioner had never worked in the years, 1995, 1996 and 1997. The petitioner had never completed 240 days in any calendar year. Per the respondents, his services were never terminated, rather, he had left the job of his own violation and the provisions of Industrial Disputes Act are not attracted in the instant case. The petitioner was duly discharged from his duties after giving him one month's notice, on the disposal of OA No. 1631 of 1998. The petitioner was thus not entitled to regularization.

11. It is further the case of the respondent that the name of the petitioner had inadvertently appeared in the work-charge list and the mistake was bonafide. Per the respondent, the list dated 6-11-2002 was prepared much after the petitioner had been discharged from his service on 16-4-2002. Even, thereafter, the petitioner had approached the Ld. H.P. State Administrative Tribunal *vide* OA No. 3039 of 2002 and due to the winding up of the Administrative Tribunal, the matter was transferred to the Hon'ble High Court *vide* CWP(T) 8918 of 2008 and the same was disposed of on 1-12-2010 with the directions to the petitioner to make a representation to the respondent board. The petitioner had preferred a representation and the same came to be rejected by the competent authority on 2-4-2011 *vide* Annexure R-8. The rejection of the representation is stated to be just and proper in the facts and circumstances of the case.

12. The persons alleged to be juniors are said to be workmen who were in continuous service or who had been ordered to be re-engaged by the Court. The respondents, thus prayed that the claim being devoid of merits be dismissed.

13. While filing rejoinder, the petitioner controverted the averments in the reply and further reiterated those in the statement of claim.

14. On 4-5-2018, the following issues had come to be framed by my Learned Predecessor:—

- (1) Whether the demand raised by the petitioner for re-instatement of his service alongwith seniority and consequently regularization is legal and justified, as alleged? . . .*OPP.*
- (2) If issue No. 1 is proved in affirmative, to what relief of monetary benefits and other service benefits the petitioner is entitled? . . .*OPP.*
- (3) Whether the petition is not maintainable as alleged? . . .*OPR.*
- (4) Whether the petition is hit by delay and laches, as alleged? . . .*OPR.*

Relief

15. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

<i>Issue No.1</i>	Partly yes
<i>Issue No.2</i>	Entitled to reinstatement with seniority and continuity but without back-wages
<i>Issue No.3</i>	No
<i>Issue No.4</i>	No.
<i>Relief</i>	Reference answered partly in favour of the petitioner and against the respondents per operative part of award.

REASONS FOR FINDINGS

Issues No. 1 & 2:

16. Both the issues are being taken up together as they are correlated and intermingled.

17. The case has a chequered history. Initially, the petitioner had approached the Ld. H.P. State Administrative Tribunal *vide* OA No. 1631 of 1998 and he came to be re-engaged on 15-11-1998, in pursuance to orders passed on 6-11-1998. Eventually, the said OA came to be disposed of on 6-3-2002. It was apparently for want of jurisdiction as the lis was covered under the Industrial Disputes Act. After the dismissal of the said OA, the services of the petitioner was finally done away with. It resulted in the petitioner again approaching the Learned Administrative Tribunal *vide* OA No. 3039 of 2002. The matter was transferred to the Hon'ble High Court and came to be registered as CWP(T) 8918 of 2008.

18. Hon'ble high Court directed the respondent board to consider the representation of the petitioner, in case persons junior to him had been re-engaged. The representation also came to be dismissed *vide* an order dated 2-4-2011 passed by the Executive Director (Personal) HPSEB.

19. It was again follow by another round of litigation, when the petitioner filed CWP No. 4894 of 2011 assailing the order dated 2-4-2011 passed by the respondent board and also seeking similar treatment given to other similar situated/junior persons and for implementing the office order dated 6-11-2002. It resulted in the Hon'ble High Court allowing the petitioner to raise demand in view of order dated 6-11-2002 before the Labour-cum-Conciliation Officer within two weeks and which has finally culminated in the present reference.

20. Admittedly, the petitioner had never completed 240 days in any of the calendar years. He had worked for about 32 days in 1993, 75 days in 1994 and around 8 days in the year, 1998. Therefore, the infringement of the provisions of section 25-F do not come into play. But, it would be relevant to point out that one Shri Gopal Singh, was engaged on 1-6-1996, Mahender Lal was engaged on 1-10-1997 and Dharam Dass had been engaged on 26-12-1993. They were thus certainly junior to the petitioner. As per the records maintained by the respondent these three have also not put in 240 days in any of the calendar years, they worked with the respondent board. As per Ex. PW-1/D on record, undoubtedly issued by the respondent board themselves Gopal Singh had worked for only 128 days from 1-6-1997 to 21-3-1998, Mahender Lal had worked for 49 days for two years *i.e.* the years 1997-98 and Dharam Dass had worked for 162 days from the year, 1993 till 1998 ranging from 6 days in the year, 1993 and 82 days in 1997. Therefore, the contention of the petitioner that persons junior to him have been retained does lend credence to the fact that the provisions of section 25-G had been violated. It is also explicitly clear from Ex. PW-1/D that none of the persons junior to the petitioner had completed 240 days in any of the calendar years, like the petitioner, still they were retained.

21. The respondent board while contesting the claim have not categorically denied that persons junior to the petitioner were retained or that the principles of last come first go was strictly followed, but, have tried to contend that the alleged juniors were either in continuous service of the respondent board and fulfilled the eligibility criteria in accordance with law and as such the Hon'ble Court has condoned the breaks in their service. I am afraid, the stand taken by the respondent board is totally contrary to Ex. PW-1/D, which clearly shows that not only the said Gopal Singh, Mahender and Dharam Dass were appointed as daily wagers after the petitioner, but, they were never in continuous service. In fact they were placed equally bad as the petitioner, in terms of the number of days put in, by them, as discussed hereinabove. Even, though in the reply the respondents have contested the claim of the petitioner on the ground of maintainability, more so, keeping in view the earlier litigations and the petition being hopelessly barred by time, which aspect shall be separately dealt with, in the issues to be discussed herein below.

22. It is by now well established that if a person is to be retrenched, the employer shall ordinarily retrench the workman who was the last person employed in that category. It is also by now well settled that infraction of section 25-G, hits a mandatory provision, and the non-compliance thereof is fatal to the employer. The provisions of section 25-G are mandatory in nature and are necessarily to be complied with, at the time of retrenchment, even if, the workman has not completed 240 days in a calendar year. For invoking the protection of sections 25-G and 25-H, the requirement of having completed 240 days is not a condition precedent. This proposition of law is fairly well settled and does not require any further elucidation.

23. Even otherwise, a bare glance at the list of T-mates working in Electric Division HPSEB, Sunni, annexed alongwith Ex. PW-2/A, wherein the workmen were ordered to be brought on work charge *ex-facie* shows that there were many other people juniors to the petitioner *i.e.* engaged much after him, over and apart from Gopal Singh, Mahender and Dharam Dass. That being so while retrenching workmen, the principles of "last come, first go" had to be scrupulously followed, which was apparently not done by the respondent board.

24. Even, as per the statement of Shri Hukam Chand (PW-2), Senior Assistant, Electric Division Sunni, Mahender Lal was engaged on 1-10-1997 and one Gian Chand was engaged on 1-3-1999. Shri Gurcharan Singh, Assistant Engineer, Electric Sub-Division Jalog, Tehsil Sunni, who has appeared as RW-1, has tacitly tried to state that only those juniors of the petitioner have been reinstated, who were ordered to be re-engaged by the Court. He has also admitted that one Jia Lal s/o Shri Wagru Ram was also engaged in the year, 1997.

25. The conjoint reading of the pleadings and the evidence discussed hereinabove, clearly goes to show that the provisions of section 25-G were given a go bye, by the respondent board. It being a mandatory provision was statutorily required to be followed in sum and substance was totally ignored by the respondent board. Since, juniors to the petitioner have been retained by the respondent, the termination of the petitioner is indeed bad in the eyes of law, being violative of the express provisions of section 25-G of the Industrial Disputes Act. The action of the respondent is thus illegal, unjustified and arbitrary and cannot withstand legal scrutiny. The issue is decided accordingly. The petitioner is entitled to reinstatement along-with seniority and continuity but without back-wages. Seeing to the peculiar circumstances of the case and more so the petitioner had not worked with the respondent board during the inter regnum, no back wages are being ordered in favour of the petitioner.

Issues No. 3 & 4:

26. Both the issues are being taken up together as they are interrelated.

27. Much has been urged by the learned counsel for the respondent board that the claim is not only barred by delay and laches but it is also not maintainable keeping in view the orders passed by the Learned H.P. State Administrative Tribunal and the Hon'ble High Court from time to time. Per the learned counsel, the petitioner's representation made in pursuance to the judgment of the Hon'ble high Court on 1-12-2010 in CWP(T) No. 8918 of 2010 has attained finality as it was rejected by the respondent board and the said rejection has never been challenged by the petitioner. He would thus contend that neither is the claim maintainable and it is also hit by the vice of delay. I am afraid that the contentions so raised by the learned counsel cannot be sustained.

28. The question of delay and laches so raised by the respondent board in fact wanes into insignificance by virtue of the orders passed by the Hon'ble High Court in CWP No. 4894 of 2011, decided on 28-3-2016. The Hon'ble high Court allowed the petitioner to raise a demand in view of the order dated 6-11-2002 before the Labour-cum-Conciliation Officer, within a period of two weeks. The question thus loses all relevance. By fiction of law, the question of limitation has become redundant and stands impliedly decided by the Hon'ble High Court while deciding the aforesaid writ petition. It further gains significance when one goes through the grounds espoused in the writ petition No. 4894 of 2011. It has been filed by the petitioner challenging the rejection of his representation by the respondent board, as a sequel to the orders passed by the Hon'ble High Court in CWP(T) No. 8918 of 2008 on 1-12-2010. Thus, it is more than clear that the orders passed by the Hon'ble High Court on 28-3-2016 in CWP No. 4894/2011 were passed in pursuance to the challenge made to the rejection order passed by the respondent board on 1-12-2010. It has virtually revived the cause of action of the petitioner and impliedly held that the question of delay and laches will not come in the way of the petitioner while raising the dispute. Both these issues are thus decided against the respondent and in favour of the petitioner.

Relief:

For the foregoing reasons discussed hereinabove *supra*, the reference is allowed partly. The termination of the petitioner is held to be violative of section 25-G of the Industrial

Disputes Act. The same is accordingly set aside. The respondents are directed to re-engage the petitioner forthwith. The petitioner shall be entitled to seniority and continuity from the date of his illegal termination, though except back-wages. The reference is answered accordingly. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open Court today this 19th day of January, 2019.

CHIRAG BHANU SINGH,
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**IN THE COURT OF SHRI CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA.**

Reference No.	90 of 2018
Instituted on	1-6-2018
Decided on	19-1-2019

Misser Chand s/o Late Shri Jagat Ram, c/o Shri D. D. Mehta, GPO Shimla, District Shimla, H.P. *..Petitioner.*

Tarsem Bharti, Prop. M/s R.P Appliances unit-II, Plot No. 85/1, Industrial Area Shoghi, District Shimla, H.P. *..Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For petitioner	:	Shri Rahul Kashyap, Advocate
For respondent	:	Ex-parte

AWARD

The following reference has been received for adjudication from the appropriate government:—

“Whether termination of the services of Shri Misar Chand s/o Late Shri Jagat Ram c/o Shri G.D. Mehta, GPO Shimla-171001 during the month of June, 2016 by Shri Tarsem Bharti, Prop. R.P. Appliances, Unit-II, Plot No.85/1, Industrial Area Shoghi, District Shimla, H.P. allegedly, without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, amount of back-wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above management?”

2. The case set-up by the petitioner in the statement of claim is that he was engaged as a Supervisor in April, 2014 in the Bharti Filling Station and thereupon after April, 2015 came to be appointed as an Accountant and Manager in R.P. Appliances, Industrial Area, Shoghi, Shimla. He continued to work as such till 7-6-2016, when he had received a legal notice dispensing with his services.

3. Per the petitioner, the notice of discharge so received alleged that the petitioner had left the firm without any information. The respondent had also noticed major anomalies in the stocks maintained by the petitioner. While replying to the said notice, the petitioner had submitted that he had maintained the stock and accounts of the firm till March, 2016 and thereafter one Rinku Ram had been maintaining the same.

4. It is further averred by the petitioner that though he was engaged on ₹ 40,000/- per month, but, he was always paid salary @ of ₹ 15,000/- per month. His services have been dispensed with in gross violation of the provisions of the Industrial Disputes Act. He has completed 240 days in each calendar year.

5. It is further averred by the petitioner that the respondent had issued a cheque amounting to ₹ Ten Lakhs Eighty Nine Thousand only (₹10,89,000/-) against the pending salary upto June, 2017 but the aforesaid cheque was dishonored and the case is pending before the Learned JMFC-II Shimla. The petitioner thus prays that the respondent may be directed to re-engage him and pay his entire salary.

6. The respondent management in its wisdom thought it prudent not to appear, despite having being served. They were set *ex-parte vide* an order dated 3-10-2018 passed by my Ld. Predecessor. The tracking report issued by the postal department un-equivocally shows that the registered letter had been duly delivered to the respondent. However he chose not to context the proceedings.

7. The question which arises for determination may be cast thus:

- (1) Whether the termination of the petitioner is in violation of the provisions of the Industrial Disputes Act, 1947 as alleged and as such is illegal and unjustified? If so, to what relief the workman is entitled to? ..OPP.

Relief

8. Having considered the pleadings, evidence and other attendant materials placed on record my findings on the issues framed above are thus:—

Issue No. 1: Partly-yes

Relief : Partly allowed as per the operative part of the award.

REASONS FOR FINDINGS

Issue No.1:

9. The petitioner while appearing as PW-1 has tendered his affidavit Ex. PW- 1/A and reiterated the submissions made in the statement of claim.

10. Per the petitioner, he was initially engaged as a Supervisor in April, 2014 in Bharti Filling Station and after April, 2015, he came to be appointed as an Accountant/Manager in the respondent firm, known in the name and style R.P. Appliances and his services had been dispensed with *vide* legal notice Mark P-1.

11. Per the petitioner, the discharge was punitive in nature as certain allegations regarding anomalies in the stocks were highlighted by the respondent which had been duly controverted by the petitioner in his reply, Mark P-2. While filing reply, the petitioner had made

it clear to the respondent that after April, 2016 one Rinku Ram was maintaining the stocks and accounts of the firm.

12. The petitioner has also deposed that he had completed 240 days in each calendar year. Though, he has further testified that he demanded salary and EPF from respondent firm *vide* Annexure-P-3 (which is though not placed on record). However, the respondent firm prepared false entry in the stock register merely to harass and terminate his services.

13. The deposition of the petitioner has gone un-rebutted as the respondent chose not to contest the proceedings. The un-rebutted testimony of the petitioner shows that he had been working with the respondent firm. The said fact is further fortified by the legal notice issued by the respondent firm to the petitioner on 7-6-2016 (Mark P-1). The test and tenor of the legal notice undoubtedly is punitive, as it alleges certain misconduct to the petitioner and one Rinku Ram. It is further suggestive of the fact that the petitioner is alleged to have left the firm on his own and the respondent apparently intended to initiate criminal proceedings under section 420 IPC and other penal provisions and hence, the notice. As to what transpired thereupon cannot be made out from the record. However, the petitioner had responded by replying to the aforesaid notice *vide* Mark P-2. He has denied his involvement in the entire episode and rather fastened it on one Rinku Ram.

14. The conjoint reading of the deposition of the petitioner and Mark P-1 and Mark P-2, on record, does prove that the petitioner had been working with the respondent firm. No doubt, some penal action was intended to be initiated against the petitioner, but, there is nothing on record to remotely suggest that the services of the petitioner were terminated after some enquiry, either for some misconduct or for un-authorized absence from duty. The un-rebutted deposition of the petitioner also suggest that he had completed 240 days in each calendar year and the said factum has also gone un-rebutted. There is nothing on record to remotely suggest that the provisions of section 25-F was adhered to by the respondent firm. The statutory provisions of the Industrial Disputes Act has been given a complete go bye by the respondent firm. He was indeed entitled to the protection envisaged under section 25-F and having failed to do so, the respondent firm has made itself amenable to re-engage the petitioner forthwith. The petitioner has nowhere submitted in his testimony that he was not ably employed during the said interregnum and as such he shall not be entitled to any back-wages for the aforesaid period.

15. For all the aforesaid reasons discussed hereinabove, it is held that the termination of the petitioner was in violation of the provisions of the Industrial Disputes Act, 1947, more particularly Section 25-F. The termination is held to be illegal, unlawful and unjustified. As a sequel thereto, the petitioner is directed to be re-instated forthwith, though, without any back-wages. Issue is decided accordingly.

Relief:

For all the reasons discussed hereinabove the reference is partly allowed. The termination of the petitioner is held to be illegal and unjustified being violative of the provisions of Section 25-F of the Industrial Disputes Act, 1947. As a sequel the respondent firm is directed to re-engage the petitioner forthwith though without back-wages. The petitioner shall however be entitled to seniority and continuity in service. The reference is answered accordingly. A copy of this award be sent to the appropriate Government for publication in the official gazette and the file after completion be consigned to records.

Announced in the open court today this 19th day of January, 2019.

CHIRAG BHANU SINGH,
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**IN THE COURT OF SHRI CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference No. 31 of 2017
Instituted on 27-01-2017
Decided on 8-1-2019

Himalayan International School Workers Union, through its president and General Secretary, Chharabra, District Shimla, H.P. ..Petitioner.

M/s Himalayan International School Chharabra, Shimla, H.P. ..Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947

For petitioner : Shri Niranjana Verma, Advocate
For respondent : *Ex-party*

ORDER/AWARD

By way of the present reference the appropriate Government seeks determination of the collective demands raised by the workmen, from this Court on the following point:—

“Whether miscellaneous demands contained in demand notice dated 16-10-2015 (copy enclosed) submitted by the President and General Secretary, Himalayan International School Workers Union, Chharabra, Shimla, H.P., raised before and to be fulfilled by the Employer/Management/Principal, M/s Himalayan International School, Chharabra, Shimla, H.P. are legal, justified and maintainable? If yes, retrospectively from which date, what monetary and other service benefits the employees/workers employed in the aforesaid establishment are entitled to from the above employer/management?”

2. In pursuance to the reference the worker union in its claim have raised some generic demands. The Union avers that the respondent/management is not adhering to the Labour Laws in the School and are not fulfilling the lawful demands of the workers. They were constrained to raise the dispute *vide* a demand notice dated 16-10-2015 U/s 2 (K) of the Industrial Disputes Acts, but to no avail.

3. The demands espoused by the workers union in the demand notice and the claim may be summarized thus:—

- (i) Salary of the workers be increased by 25%
- (ii) The salary of the workers be paid by 7th day of every month
- (iii) As per the service condition leave salary, Medical Facility and other facilities be provided to the worker of the union.
- (iv) Eight hours duty be implemented

- (v) The additional work except the category of the worker should be banned
- (vi) The drivers be provided night facilities and no overtime work should be taken from them.
- (vii) The annual increment of the workers which is not paid from the year 2005 be paid to the workers and the arrears of the same should be paid to the workers with immediate effect.
- (viii) The arrears of two months of the salary (as increased by the Govt. from April, 2014) be paid with immediate effect.
- (ix) The workers who are residing in the accommodation provided by the school should not be disturbed and the deduction done by the Management in their salary be stopped.
- (x) That double amount be paid to the workers for their over time
- (xi) An employee should not be forced to put his reliever at the time of proceeding on leave.

4. The respondent management in its wisdom thought it prudent not to appear, despite having being served. They were set ex-parte *vide* an order dated 23-08-2017 passed by my Ld. Predecessor. The tracking report issued by the postal department unequivocally shows that the registered letter had been duly delivered to the respondents. However they chose not to contest the proceedings.

5. The question which arises for the determination may be cast thus;

- (1) Whether the demands of the workman as contained in the demand notice dated 16-10-2015 are legal, genuine and justified, if so to what relief the workmen are entitled to? ..OPP.

Relief

6. Having considered the pleadings, evidence and other attendant materials placed on record my findings on the issues framed above are thus:—

Issue No. 1: Partly-yes

Relief : Partly allowed as per the operative part of the award.

REASONS FOR FINDINGS

Issue No.1:

7. The workers union while raising the demands on 16-10-2015 had *inter-alia* sought increase in their salary by 25% further submitting that the salary be paid by 7th day of every month, 8 hours duty be implemented and double the amount be paid to the workers for their over time. They also sought that the increments of the workers which have not been paid to them since 2005 be paid alongwith arrears. The drivers be provided night facilities and no over time work be taken from them. The arrears of two months salary (as increased by the Govt. from April,

2014) be also paid and the workers staying in the school premises be not disturbed and no deduction be made from their salaries. The workman also espoused that while proceeding on leave they be not forced to bring a reliever.

8. To substantiate the averments so made the President of the Himalayan International School worker union, Chharabra, Shimla appeared as PW-1. Apart from placing on record the registration certificate of the union (EX. PW-1/A) and the resolution authorizing him to depose on behalf of the union (Ex. PW-1/B), deposed that the management did not follow the provisions of the Industrial Disputes Act and the other Labour Laws. The union had raised demand notice (Ex. PW-1/C) before the Labour-cum-Conciliation Officer Shimla and on failure thereof the union is before this court. The respondent be directed to accept the demands so raised by the union and the claim be allowed.

9. This is, but all the evidence lead by the workers union. Not only are the demands raised by the generic, but, so is the evidence. It is shorn of any detail. Apart from a broad and a sweeping statement that the management does not follow the provisions of the Industrial Disputes Act and other Labour Laws, nothing more has been brought on record to show the violations being made by the respondent/management. Though the reference envisages grant of monetary and other service benefits, but there is no mention to the same either in the claim or the evidence. The claim does not even quantify any monetary benefits payable to the workmen.

10. In the claim petition the union has sought an increase of 25% of salary, but, nothing has been averred nor any evidence led to show as to from when, why, and how the increase by 25% is permissible. There is even no mention as to what are the salaries of the workmen what are they receiving or what would be the hiked salary. It also does not remotely show, since when the raise was payable and at what rates.

11. Having said so it does not preclude this court from taking notice of certain provisions of the Labour Laws which are otherwise mandatorily required to be followed by every employer, for instance the provisions of the Minimum Wages Act, 1948 and The payment of Wages Act, 1936 are required to be followed in pith and substance, without any demur. Both the Acts are germane in respect of payment of wages to the workmen. The Acts *inter-alia* postulate payment of Minimum Wages, fixation of wage periods, hours for a normal working day, overtime etc.

12. A few of the demands raised by the workmen in the demand notice dated 16-10-2015 hinge on the mandatory provisions of the aforesaid Acts. The respondents are duty bound to respect the mandate of the two Acts and grant benefits in accruing thereof to the petitioner union.

13. The demands raised by the workmen at Sl. No. 2, 4, 5 and 10 are required to be adhered by the respondents strictly in consonance with the provisions of the two Acts, as noticed hereinabove. The respondents shall grant all statutory benefits flowing to the workmen under the provisions of the Minimum Wages Act, 1948 in respect of payment of salaries before 7th of every month and as per the fixation of normal working hours each day and payment of over time. The analogous provisions of The Payment of Wages Act, 1936, shall also be adhered strictly.

14. Though, the union had raised certain demands *vis-a-vis* grant of some annual increments and arrears of two month salary in pursuance to some hike allegedly made from the year, 2005 by the Government, but, strangely there is not a whisper as to what were the rate of increment payable or when was the notification issued hiking the salaries in the year, 2005.

Nothing is decipherable regarding the grant of increments and arrears of salary from the record. In fact, nothing has been placed on record in this behalf by the union.

15. The demands raised by the union, except demands No. 2, 4, 5 and 10, thus, seem to be embroiled in the realm of uncertainty, as no contemporaneous record has been placed on the file. The bald statement of the President that the Labour Laws are being violated by the respondent/management will not advance the case of the union in any way. No effort has been made by the union to substantiate the assertions made in the claim. A non-serious attempt, frivolous and a vexatious effort has been made by the union. There is neither an averment nor any evidence to substantiate the same.

16. For the reasons discussed hereinabove it is held that the demands of the workmen except demands No. 2, 4, 5 and 10 are frivolous and vexatious. However, demands No. 2, 4, 5 and 10 will have to be addressed by the respondent/management strictly in consonance with the provisions of The Minimum Wages Act, 1948 and The Payment Wages Act, 1936. Necessary compliances with the analogous provisions of the two aforesaid Acts will have to enure for the benefit of the workmen forthwith. Issue is decided accordingly.

Relief:

For all the reasons discussed hereinabove the reference is partly allowed. The demands of the petitions/workmen at Sl. No. 2, 4, 5 and 10 are held to be legal and valid. Consequently the respondents shall allow all benefits arising from The Minimum Wages Act, 1948 and The Payment of Wages Act, 1936 *vis-a-vis* Minimum Wages, fixation of wage period, hours for a normal working day and overtime. Necessary statutory compliances will be made forthwith. The reference is answered accordingly. A copy of this award be sent to the appropriate Government for publication in the official gazette and the file after completion the consigned to records.

Announced in the open court today this 8th day of January, 2019.

CHIRAG BHANU SINGH,
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**IN THE COURT OF SHRI CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Ref. No.	13 of 2012
Instituted on	30-3-2012
Decided on	27-2-2019

Gabriel Employees Union, Registration No. 258 (INTUC), Parwanoo, District Solan, H.P.
through its President/General Secretary. *..Petitioner.*

M/s Federal Mogul Bearing India Ltd., Plot No. 5, Sector-2, Parwanoo, District Solan, H.P.
through its General Manager/Occupier. *..Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For petitioner : Shri R.K. Khidta, Advocate

For respondent : Shri Rahul Mahajan, Advocate

AWARD

The following reference was received for adjudication from the appropriate government:—

“Whether Miscellaneous demands of the President and General Secretary, Gaberial Employees Union Regn. No. 258 (INTUC), Parwanoo, District Solan, H.P. as per demand notices dated 15-2-2010 and 20-7-2010 to be fulfilled by the employer/management through the Factory Manager/Occupier, M/s Federal Mogul Bearings India Ltd., Plot No. 5, Sector-2, Parwanoo, District solan, H.P. 173220, are legal, justified and maintainable, if yes, what amount of monitory benefits, other facilities, service benefits and compensation the workers of the above establishment, are entitled to from the above employer/management?”

2. In furtherance to the reference, the facts set-out by the workmen’s union purportedly registered under the name and style of Gabriel Employees Union has prayed for the enforcement of the demands raised by it, as per demand notices dated 15-2-2010 and 20-7-2010.

3. It is the case of the petitioner union that the respondents used to settle their claims including increase in salary by way of a long term settlement. The last long term settlement was signed interse the parties for the period during 2-6-2007 and 28-2-2010. After the expiry of the settlement a new settlement was generally executed between the parties, more particularly in respect of service conditions of the workmen.

4. It is further the case of the union that on 15-2-2010, they approached the respondent for a long term settlement, as was the practice earlier. A demand notice was issued in this behalf, as per Annexure-P-1, and a copy of the same was also sent to the Conciliation Officer. Thereupon the respondent company started discriminating with the workers and the union submitted another demand charter dated 20-7-2010 annexed alongwith as Annexure-P-2.

5. Per the union, the demands so raised by the workers through the union were genuine and deserves to be allowed. More so, keeping in view the high inflation trends. The respondent company had been duly summoned by the Conciliation Officer, but, due to the adamant attitude of the respondent, the conciliation failed as hence the present reference.

6. The petitioner union thus seeks that since the respondents are resorting to unfair labour practice by not accepting the demands raised by the workers on 15-2-2010 and 20-7-2010, the reference be allowed and the respondent may be directed to accept all the demands raised by the petitioner union.

7. While contesting the claim, the respondent company has raised preliminary objections that the reference is neither competent nor maintainable as the petitioner union has concealed true and material facts from this Court and even otherwise it is not maintainable in view of orders passed in CWP No. 4175 of 2012 and CWP No. 4610 of 2012 titled as Federal Mogul Bearings India Ltd. Vs. State of H.P. and others and Gabriel Employees Union Vs. Federal

Mogul Bearings India Ltd. The claim is also said to be not maintainable in view of the settlement dated 30-11-2010 entered between 73 workers with the respondent company.

8. On merits, it is averred by the respondent company that the settlement dated 2-6-2007 having been entered into and being upto 28-2-2010 needs no reply, but, on its expiry individual workers of Federal Mogul Bearing India Ltd. (seventy three workers) have entered into a settlement with the respondent company collectively on 1-1-2010. Even, individually the workers are said to have entered into a settlement with the respondent on 30-11-2010. The union thus is said to be no more the representative of the work force. It is further the case of the respondent that in view of the orders passed by the Hon'ble High Court on 18-12-2012 in CWP Nos. 4175 and 4610 of 2012 nothing remains to be decided in the present lis.

9. It is further averred by the respondent that the demands raised are totally illegal, unjustified and without any basis. All the workers are being paid far above the minimum wages. On an average the workers are getting approximately ₹18,000/- per month. All the demands of the workers have been met as is clear from the settlement dated 30-11-2010. The petitioner union as of date was no more in existence. The demand notices were alleged to be without any basis and devoid of any merits. The respondents thus aver that the reference be dismissed.

10. While filing rejoinder, the petitioner controverted the averments in the reply and further reiterated those in the statement of claim.

11. I notice that on 16-9-2013, the following issues came to be framed by my Learned Predecessor:—

1. Whether the miscellaneous demands as per demand notice dated 15-2-2010 and 20-7-2010 raised by the Gabriel Employees Union (registered) through President and General Secretary are legal and justified as alleged? . . .*OPP*.
2. If issue No.1 is proved in affirmative, to what monetary benefits and service benefits etc. the workers are entitled to? . . .*OPP*.
3. Whether this petition is not maintainable as alleged in preliminary objections No. 1 & 2? . . .*OPR*.

Relief:

12. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

<i>Issue No. 1</i>	No
<i>Issue No. 2</i>	Becomes redundant
<i>Issue No. 3</i>	No. It is maintainable
<i>Relief</i>	Reference answered in favour of the respondent and against the petitioner union per operative part of award.

REASONS FOR FINDINGS

Issue No. 3:

13. The learned counsel for the respondent with all vehemence argued that the present reference is not maintainable in view of the settlement dated 30-11-2010 and a collective settlement of seventy three workers dated 1-12-2010 (Ex. RW-1/E) and in view of the orders passed in CWP Nos. 4175 and 4610 of 2012 Ex. R-2).

14. Before advertng to the validity of the demand notices dated 15-2-2010 and 20-7-2010, it would indeed be apposite to first delve into the objection *qua* maintainability raised by the respondent company.

15. The perusal of the orders passed by the Hon'ble High Court in CWP Nos. 4175 and 4610 of 2012 (Ex. R-2), shows that the earlier reference which was reference No. 58 of 2008, the dispute related to a breach of some settlement dated 2-6-2007 and non-joining of duties by the workmen after the prohibition of some strike *w.e.f.* 31-7-2008 was in issue and the Labour Court had decided the same *vide* an award dated 31-3-2012 (reference No. 58 of 2008). The same came to be challenged by the respondents and cross writ petitions having been filed by the workmen, the Hon'ble High Court while disposing off the writ petitions passed certain directions thereof, on 18-12-2012 and the matter was thus finally put to rest in the aforesaid terms. The settlement dated 1-12-2010 (Ex. RW-1/E) had been entered into between the workmen and the respondent prior to the orders passed by the Hon'ble High Court on 18-12-2012 and the said settlement also hinged upon reference No. 45/2008 and reference No. 58/2008. The settlement thus was in relation to the disputes so raised in reference No. 45 of 2008 and 58 of 2008, which finally came to be settled in pursuance to the directions of the Hon'ble High Court on 18-12-2012 *vide* Ex. R-2.

16. The said dispute undoubtedly was independent of the demands so raised by the petitioner union now by virtue of the present reference. The said settlement was apparently entered into by the respondent in pursuance to the demands raised in reference Nos. 45 and 58 of 2008. The said demands had nothing to do with the demands so raised by the workmen on 15-2-2010/20-7-2010.

17. As a necessary corollary it has to be held that the present reference is maintainable and it cannot be said that the union could not have raised the demands as espoused in the fresh demand notices dated 15-2-2010 and 20-7-2010. The issue is thus decided accordingly in favour of the petitioner and against the respondent.

Issues No. 1 & 2 :

18. Both these issues are intermingled and correlated and as such are being taken up together for discussion.

19. Advertng to the validity of the demands raised by the workmen, as per the demand notices dated 15-2-2010 and 20-7-2010, it is the case of the petitioner union that long term settlement used to be entered between the parties since long. In this behalf the Manager HR of the respondent company Shri Balvinder Singh, who has appeared as RW-1 has also categorically admitted that prior to the year 2007, long term settlement used to be executed between the management and the workers union regarding the wages and other incentives. He has also admitted that in the year 2007, long term settlement Ex. PW-1/B, was executed, which was to remain in operation till 28-2-2010.

20. It is the case of the petitioner union that after the expiry of the old long term settlement, they had issued a demand notice dated 15-2-2010. The demands therein were stated to be genuine and as such deserved to be allowed. Since, the respondent company had started

discriminating with the workers, a supplementary demand charter was issued by the petitioner union on 20-7-2010.

21. The President of the union has also while appearing as PW-1 deposed on the same lines. He has placed on record the earlier long term settlement *vide* Ex. PW-1/B which in any case is also admitted by the respondent company. The said long term settlement no doubt was comprehensive *vis-a-vis* grant of wages and other incentives to be payable to the workmen till 20-2-2010. It however did postulate that a strike or an agitation will tantamount to a breach of the settlement and the management could discontinue the benefits under the settlement.

22. The demand notices Ex. PW-1/C and Ex. PW-1/D, primarily sought enhanced monetary benefits. The petitioner union sought an increase of ₹ 3500/- in the basic including DA @ of ₹ 2500/- to all the workmen. They sought educational allowance @ of ₹ 1000/- alongwith yearly allowance @ of ₹ 500/-. The workers also sought a change in grade every three years, with a grade pay of ₹ 3500/-. They also sought shift allowance of ₹ 150/-, transportation facility to Chandigarh to enable their children to attend the educational institute there. They also sought the increase of the death policy from ₹ three lakhs to ₹ six lakhs, educational loans and incentive allowances of ₹ 3500/-. These demands undoubtedly were made in the starting of 2010.

23. The respondent while controverting the aforesaid plea has averred that the workmen are already being paid around ₹18,000/- to ₹ 24,000/- per month on an average and none of the workmen are paid less than the aforesaid amount. The Manager, HR, one Shri Balvinder Singh had also testified in the same breath. Rather he has placed on record wages revision chart of workmen in Federal Mogul Bearings India Ltd., *vide* Ex. RW-1/D. It reflects fixed and the variable components paid to the workmen from 2009 to 2014. The perusal of the wage revision chart shows that from the year 2009, the gross monthly wages of the workmen has increased from ₹12471/- to ₹21609/-. The basic pay of the workmen itself has increased from ₹ 6621/- to ₹ 10321/- in the said interregnum, *i.e.* an increase of almost ₹4,700/-. The D.A. also likewise has increased from ₹ 1650/- to ₹ 5150/-, again an increase of almost around ₹3500/-. It is also clear from Ex. PW-1/D that the shift allowance has been revised from ₹ 450 to ₹ 1450 in the "B" shift and from ₹ 20 to ₹ 30 in "C" shift per hour. Production incentive of ₹1200/- has been paid to the workmen since 2009 and attendance allowance @ of ₹180/- was being paid to them. Some annual grants like performance bonus, LTA and statutory bonus have also been paid to the workmen.

24. The conjoint reading of the pleadings and the evidence discussed hereinabove, go to show that even oblivious of the long term settlement having not continued after 2010, the respondent company has been consistently increasing the wages and incentives payable which are being revised from time to time. The company has placed on record Ex. RW- 1/D to substantiate the stand taken by them in the reply.

25. On the contrary, the petitioner union though has raised certain demands seeking enhancement, but, no analogous record or deposition has been placed on record to show the hike which was permissible or what were the workmen getting. There is even no mention as to what are the salaries of the workmen, what are they receiving or what would be the hike in the salaries. A generic statement has been made that the demands were genuine and the same deserves to be allowed.

26. The President of the union while appearing as PW-1 on 17-7-2014 has primarily sought to portray that the workers are entitled to an increase of ₹ 2500/-. Though, no basis to

claim the same have been shown nor any justification given, but, even assuming the pleadings to be correct, the perusal of Ex. RW-1/D shows that the increase from 2009 till 2014 has been much more than ₹2500/-. In the basic itself, there is an increase of around ₹ 3500/-, whereas the gross salary of the workmen has increased around ₹ 9000/-. No doubt, the respondent company has been granting a hike to the workmen almost on yearly basis, but, the grouse of the workmen is that long term settlements were in vogue since the inception and it is also not denied by the respondent company. It otherwise would also instill better liaison and industrial harmony between the management and workmen. The respondent/management would be well advised to continue with the age old concept of long term settlement formulated by the respondents themselves so is the mandate of section 9-A. For all the reasons discussed hereinabove, both these issues are accordingly decided against the petitioner union and in favour of the respondent company.

Relief:

For the foregoing reasons discussed hereinabove *supra*, the reference is answered in favour of the respondent company and against the petitioner union. However, The respondent/management would be well advised to continue with the age old concept of long term settlement formulated by the respondents themselves so is the mandate of section 9-A. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open Court today this 27th day of Feb., 2019.

CHIRAG BHANU SINGH,
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

IN THE COURT OF SHRI CHIRAG BHANU SINGH, PRESIDING JUDGE, INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA (H.P.)

Ref. No. 41 of 2015

Instituted on 13-8-2015

Decided on 25-2-2019

Ms. Rupa Thakur & 24 other workers of M/s Roma Pharma Pvt. Ltd., The Mall Solan, H.P., Through Sh. J.C. Bhardwaj, President H.P.-AITUC, Saproon, Solan, H.P.

..Petitioner.

Vs.

M/s Roma Pharma Pvt. Ltd., The Mall Solan, H.P., Through its Factory Manager / Occupier.

..Respondent/Management.

Reference under section 10 of the Industrial Disputes Act, 1947

For petitioner : Shri J.C. Bhardwaj
For respondent : Already exparte

AWARD

The appropriate Government seeks a determination from this court of the following points:—

“Whether the demands raised by Ms. Rupa Thakur & 24 other workers of M/s Roma Pharma Pvt. Ltd., The Mall Solan, H.P. C/o Shri J.C. Bhardwaj, President, AITUC, Saproon, Distt. Solan, H.P. at Sl. No. 1, 2, 4, 7, 8, 10, 11 & 12 of their demand notice dated 10-01-2010 (Copy enclosed) to be full-filled by the Factory Manager/Occupier, M/s Roma Pharma Pvt. Ltd., The Mall, Solan, H.P. are legal, justified & maintainable? If yes, what relief, financial & other service benefits, the concerned workers are entitled to from the above management/employer? ”

2. In furtherance to the reference it is averred by the petitioner that they are a duly registered Organization of the workmen in the respondent company. With the avowed objective of improving the fate of Industrial workers in the company, the petitioner union was compelled to raise their demands *vide* demand notice dated 10-01-2010.

3. It is further averred by the petitioners that the respondent management has not implemented the wage structure as applicable and being implemented in various other Industries in the region. The demands contained in the demand charter and highlighted in the statement of claim may be summarized thus:—

- (1) Categorization of workmen
- (2) Increase in wages after categorization of workmen and Introduction of promotion policy and fixation of wage pattern as per the designation of workmen after categorization.
- (3) E.S.I and Medical allowance
- (4) House Rent allowance (HRA).
- (5) Short Leave
- (6) Dearness Allowance (D.A.).
- (7) Payment of Overtime
- (8) Provision of Canteen and Restroom
- (9) Formation of Grievances Redressal Committee
- (10) Grant of leaves and holidays under various enactments
- (11) Uniforms
- (12) Loan/advance against salary
- (13) Bonus
- (14) Demand for Implementation of Statutory Rules and Misc. Service Benefits.

4. The respondent management in its wisdom thought it prudent not to appear, despite having being served. They were set *ex-parte vide* an order dated 01-11-2015 passed by my Ld. Predecessor. The notices had been duly served on the respondent. However they chose not to context the proceedings.

5. The question which arises for the determination may be cast thus;

- (1) Whether the demands of the workman as contained in the demand notice dated are legal, genuine and justified, if so to what relief the workmen are entitled to?

..OPP.

Relief

6. Having considered the pleadings, evidence and other attendant materials placed on record my findings on the issues framed above are thus:—

Issue No. 1 : Partly-yes

Relief : Partly allowed as per the operative part of the award.

REASONS FOR FINDINGS

Issue No.1:

7. The workers union while raising their demands on 10-01-2010 have curtailed them to the demands reflected at Sl. No. 1, 2, 4, 7, 8, 10, 11 and 12, in the demand charter dated 10-01-2010, as is abundantly clear from the reference also. The demands thus primarily pertain to the categorization of workmen and for granting them wages as per their category, house rent allowance, grant of casual leave, preparation of leave book and payment relating to encashment of earned leave, grant of uniform, changing room for the female workers, provision of rest room, payment of overtime and grant of short leave.

8. In the statement of claim the union however has add all the demand reflected in the demand notice, oblivious of the fact that the only demand mentioned at Sl. No. 1, 2, 4, 7, 8, 10, 11 and 12 have been referred to the court. To substantiate the averments so made, the President of the workers union has appeared as PW-1. The President while appearing as a witness has merely stated that the demand charter has been sent along with the reference, the copy of which is exit. PW-1/A. All the demands mentioned in the demand charter are genuine and the respondent may be directed to accept all the demands of the workmen.

9. This is, but all the evidence lead by the workers union. Not only are the demands raised generic, but, so is the evidence. It is shorn of any detail. Apart from a broad and a sweeping statement that the management does not follow the provisions of the Industrial Disputes Act and other Labour Laws, nothing more has been brought on record to show the violations being made by the respondent/management. Though the reference envisages grant of monetary and other service benefits, but there is no mention to the same either in the claim or the evidence. The claim does not even quantify any monetary benefits payable to the workmen.

10. Apart from seeking categorization of workmen *i.e.* un-skilled, semi-skilled, skilled and highly skilled. The worker union also seeks grant of maximum wages, as are applicable to each category. They also claim that wages be increased by 25%, but nothing has been averred nor any evidence led to show as to from when, why, and how the increase by 25% is permissible. There is even no mention as to what are the salaries of the workmen, what are they receiving or what would be the hiked salary. It also does not remotely show, since when the raise was payable and at what rates. Having said so it does not preclude this court from taking notice of certain provisions of the Labour Laws which are otherwise mandatorily required to be followed by every employer.

11. For instance the provisions of The Factory Act and the notification notice issued thereof by the State from time to time. Apart from it even the provisions of The Minimum Wages Act, 1948 and The Payment Wages Act, 1936. These statutory obligation are required to be followed in pith and substances without any demur. Thus the respondent in any case is obligated to categorize workers as per the notification issued by the Labour department on 26-09-2012 whereby His Excellence the Governor of H.P. was pleased to prescribe the minimum rate of wages in the scheduled employment of manufacturing process as defined in Clause (K) of Section-2 of the Factory Act, 1948.

12. A few of the other demands raised by the workmen like grant of H.R.A., payment of overtime, grant of uniforms, grant of short leave and holidays under various enactments and the provision of rest room are not only trivial issues, which in the first instance should have been sorted out during the course of conciliation, as they are statutory protections available to the workmen. To say the least, the Labour Department should have ensured the compliance of these demands. The respondent are duly bound to ensure the grant of these benefits, which are all statutorily available to them. The respondents have failed to put up appearance despite service and as such it is difficult to access why even these aforesaid statutory obligations are not being met by them. The respondent management will have to abide by the statutory bindings provisions in this behalf.

13. It would indeed be difficult to tread any further, more particularly in respect of the demand relating to bonus and increase in salaries because even the un rebutted testimony of the workers union does not led this court to come to any conclusion, as there is neither any averments nor any evidence to fix wages and bonus of the workmen, on any industry-*cum*-region basis. There is neither any comparable data nor any analogous record in this behalf. The other demands also cannot be looked into as the reference itself has been curtailed to a few, as detailed hereinabove.

14. For the reasons discussed hereinabove, it is held that the demands of the workmen though generic, but still the respondent are obligated to abide by the statutory provisions of The Factory Act, more particularly as per the notification dated 26-09-2012 issued by the Labour department whereby the workforce has been categorized as un-skilled, semi-skilled, skilled and highly skilled and even grant them wages as per the aforesaid notification. It has to be followed strictly by the respondent company as it is statutorily binding on them. The company shall ensure that the grant of relief, H.R.A. preparation of rest room, payment of grant of uniforms are strictly complied with as per the provisions of The Factory Act. The necessary compliances with the statutory provisions of the Acts will have to ensure for the benefits of the workmen forthwith. Issue deciding accordingly.

Relief:

For all the reasons discussed hereinabove the reference is partly allowed. The demands of the petitioners/workmen at Sl. No. 1, 2, 4, 7, 8, 10, 11 and 12 are held to be legal and valid. Consequently the respondents shall allow the benefits arising from The Factory Act, The Minimum Wages Act, 1948 and The Payment of Wages Act, 1936 read with the Government Notification No. Shram(A)1-2/2009(M.W.) dated 26-09-2012 issued by the Labour department, Govt. of H.P. A copy of this award be sent to the appropriate Government for publication in the official gazette and the file after completion the consigned to records.

Announced in the open court today on this 25th day of February, 2019.

CHIRAG BHANU SINGH,

*Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.*

**IN THE COURT OF SHRI CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Ref. No. 45 of 2016
Instituted on 6-5-2016

Decided on

5-3-2019

Shreenath s/o Shri Ram Padarath r/o Village Barui, P.O. Obra, Tehsil Lamhua, District Sultanpur (U.P.). .*Petitioner.*

The General Manager, M/s NPP Printing Packaging, Village Damuwala, Haripur Road, P.O. Barotiwala, Tehsil Baddi, District Solan, H.P. .*Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For petitioner : Shri J.C. Bhardwaj, AR.
For respondent : Shri Rajiv Sharma, Advocate.

AWARD

The following reference was received for adjudication from the appropriate government:—

“Whether termination of the services of Shri Shreenath s/o Shri Ram Padarath r/o Village-Barui, P.O. Obra, Tehsil Lamhua, District Sultanpur (UP). w.e.f. 5-8-2015 by the Employer/General Manager, M/s NPP Printing Packaging, Village Damuwala, Haripur Road, P.O. Barotiwala, Tehsil Baddi, District Solan, H.P. without complying with the provisions of the Industrial Disputes Act, 1947, is legal and justified? If not, what amount of back-wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/ management?”

2. As a sequel to the aforesaid reference the petitioner avers in his statement of claim that he was engaged by the respondents as a Mechanic on 6-3-2011 and he continued as such till his illegal and oral removal on 5-8-2015. The petitioner was illegally restrained from attending duties thereupon, despite his several visits and he was not even paid the wages for the month of July 2015 and the over time earned by him during this period. The petitioner has worked for more than four years with the respondent without any blemish. He has completed more than 240 days in each calendar year. It is further averred by the petitioner that his services have been terminated arbitrarily, without conducting any enquiry. No notice was issued to the petitioner before his termination, as contemplated under section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred as to the Act) neither any retrenchment compensation has been paid to him. The work and conduct of the petitioner has been satisfactory throughout and he has been condemned unheard.

3. It is further the case of the petitioner that the respondent has retained persons junior to him and as such have also violated the mandatory provisions of section 25-G and 25-H of the Act. It is thus, the case of the petitioner that his removal from service is null, void and inoperative in the eyes of law. The respondents have adopted the policy of “hire and fire”, which cannot be sustained in the eyes of law. The petitioner thus seeks that he may be reinstated *w.e.f.* the date of his illegal termination *i.e.* 5-8-2015, alongwith full back-wages, seniority and other consequential benefits.

4. While controverting the case set-up by the petitioner the respondent management has *inter-alia* raised preliminary objections *vis-a-vis* maintainability, the petitioner having not approached this Court with clean hands and the reference having not been made by the competent authority, as per the requirements of the Act. It is further averred by the respondent that the petitioner is in gainful employment and is earning much more than what he was earning while in the employment of the respondent.

5. On merits, it is the contention of the respondent that they had never passed any order either in writing or oral for terminating, retrenching, dismissing or discharging the petitioner. The petitioner has in fact concealed material facts from this Court and the real factum of the case is that since his joining till May 2015, the behavior of the petitioner was not proper. The senior officers of the factory had made written complaint against the petitioner to the HR Department. On 11-5-2015, the petitioner have been counseled to improve his behavior. In August 2015 the petitioner had again resorted to some unbecoming behavior resulting in financial loss to the respondent management and as a result the petitioner had been issued a warning letter. He refused to reply to the same and instead took up the matter with the Labour Department, based on which conciliation proceedings had begun. It is not denied that the petitioner had completed 240 days with the respondent management. It is however denied that he was terminated *w.e.f.* 5-8-2015, as alleged. The respondents have prayed that the claim being devoid of merits be dismissed.

6. While filing rejoinder, the petitioner controverted the averments in the reply and further reiterated those in the statement of claim.

7. On 5-12-2016, the following issues came to be framed by my Learned Predecessor:—

- (1) Whether the termination of the services of the petitioner by the respondent *w.e.f.* 5-8-2015 without complying with the provisions of the Industrial Disputes Act, 1947 is illegal and unjustified as alleged? *..OPP.*
- (2) If issue No.1 is proved in affirmative, to what relief of service benefits the petitioner is entitled to? *..OPP.*
- (3) Whether the claim petition is not maintainable as alleged? *..OPR.*

Relief:

8. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

Issue No. 1	Yes
Issue No. 2	Entitled to reinstatement in service along-with seniority and continuity, though without back-wages.
Issue No. 3	No. It is maintainable
Relief:	Reference answered in favour of the petitioner and against the respondent per operative part of award.

REASONS FOR FINDINGS

Issues No. 1 & 2:

9. Both these issues are intermingled and correlated and as such are being taken up together for discussion.

10. Admittedly, the petitioner came to be engaged as an operator/mechanic with the respondent on 6-3-2011 and continued working with the respondents till 5-8-2015. Per the

respondents the petitioner was never terminated, retrenched, dismissed or discharged from service. In fact his behavior towards the seniors was not upto the mark and even a senior functionary of the factory had lodged a written complaint regarding his conduct with the HR Department on 11-5-2015. In August 2015 again the petitioner had resorted to some wrong doings and the respondent management had consequently suffered financial losses. A warning letter was issued to the petitioner in this behalf and thereafter he never turned up for work. He rather approached the Labour Department, resulting in the culmination of the conciliation proceedings. Admittedly, the petitioner had completed 240 days in each calendar year.

11. From the pleadings and the evidence adduced by the respondents on record it transpires that admittedly no chargesheet or departmental proceedings were initiated against the petitioner either for indiscipline or un-authorized absence from duties. Though, the Manager, HR Ms. Kant Chauhan who has appeared as RW-1 has deposed that a complaint had been received against the petitioner on 11-5-2015 and based on the same a warning letter Ex. RW-1/A was issued to the petitioner. He had refused to accept the same and as such it was sent on his address by registered post. The petitioner remained absent from his duties and therefore a letter was issued to him for his unauthorized absence *vide* Ex. RW-1/C. Beyond this no action was initiated against the petitioner on both the counts. The petitioner however had raised a demand before the Labour Officer, Baddi. She has also admitted that postal receipts of letters Ex. RW-1/C and Ex. RW-1/D are not on record. She has further categorically deposed that the salary for the months of July and August has not been paid to the petitioner.

12. This is but all the factual matrix of the case. Reverting to the legal aspect, suffice it to say that retrenchment under section 2(oo) is comprehensive enough to include and cover any action of the employer, while putting an end to the employment of a worker. The ambit and scope of section 2(oo) has been cast in very *vide* terms. In the case in hand, admittedly no action whatsoever was initiated by way of a disciplinary action. Even in case of abandonment, apart from purportedly issuing letters Ex. RW-1/C and Ex. RW-1/D, no effective steps were taken by the respondent management to pass a formal order of discharge or termination. Whether the aforesaid two notices were received by the petitioner is also in the realm of doubt, as admittedly, per RW-1, the postal receipts of the two letters are not on record. The respondents were duty bound to have taken some steps even in case of unauthorized absence. Simply striking off the name from the rolls for unauthorized absence would also, thus amount to retrenchment. The respondents have apparently tried to camouflage the retrenchment with unauthorized absence, but the same cannot be sustained in the eyes of law. Even if, the respondents were to terminate the services of the petitioner, it ought to have taken to resort to section 25-F of the Act which has admittedly not been done in the present case. The procedure adopted by the respondents cannot in any way be termed to be just, fair and reasonable. It is against the basic precepts of natural justice. By now it is well settled that the termination of services of an employee without holding an enquiry or affording him an opportunity to put-forth his case is not only violative of the Constitutional provisions, but, such termination would also fall within the domain of “retrenchment”. It has been so held as far back as 1993, in **D.K. Yadav Vs. M/s J.M.A. Industries Limited (1993) LLR 585 SC**.

13. The respondents having failed to prove abandonment and have even failed to prove that some enquiry or departmental proceedings were initiated for indiscipline. For it is also the pleaded case of the respondents. Thus, the only conclusion which can be drawn is that it was nothing but termination. Every termination being a retrenchment, there is no other option for this Court but to hold that having failed to abide by the provisions of section 25-F the action of the respondent is indeed illegal and violative of the statutory provisions of the Industrial Disputes Act. It is held accordingly.

14. The petitioner in this case apparently sought conciliation tormented by the fear of a warning issued by the respondent, and even during the course of conciliation he was offered to rejoin service. Thus in these peculiar circumstances he will not be entitled to any back-wages. The petitioner shall however be entitled to seniority and continuity in service. The respondents however shall pay him the salary for the months of July & August, 2015. Both these issues are decided accordingly.

Issue No. 3:

15. The learned counsel for the respondent has strenuously urged that the present reference is not maintainable as he does not come within the purview of section 2-A and the demand notice made by the petitioner was not given to the employer and as such it is illegal. I am afraid the aforesaid contention of the learned counsel cannot be sustained for the reasons recorded in the issues discussed and deliberated hereinabove. Since, this Court has already come to a conclusion that the termination of the petitioner is illegal and as far as the demand notice is concerned, it is more than apparent from Ex. PW-1/A that the demand notice was addressed to the M.D. M/s NPP Printing Packaging, Village Damuwala, Haripur Road, P.O Barotiwala, Tehsil Baddi, District Solan, H.P. Beyond this nothing was required to be done by the petitioner, as per the statutory provisions of the Act. The issue is accordingly decided against the respondent and in favour of the petitioner.

Relief:

For the foregoing reasons discussed hereinabove *supra*, the reference is answered in favour of the petitioner and against the respondent. The respondent is directed to re-instate the petitioner forthwith. He shall be entitled to seniority and continuity though without back-wages. The respondent is also directed to pay the salary to the petitioner for the months of July and August 2015. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.
Announced in the open Court today this 5th day of March 2019.

CHIRAG BHANU SINGH,
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

**IN THE COURT OF SHRI CHIRAG BHANU SINGH, PRESIDING JUDGE, H.P.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Ref. No.	68 of 2015
Instituted on	1-10-2015
Decided on	1-3-2019

Rajiv Garg s/o Shri Shubh Kumar, r/o Flat No. 294, GH-1, MCD, Sector-5 Panchkula, Haryana. *. .Petitioner.*

The Factory Manager M/s Auro Textiles, Sai Road Baddi, District Solan, H.P. *. .Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For petitioner : In person

For respondent : Shri Ranvijay Singh, AR

AWARD

The following reference has been received for adjudication from the appropriate government:—

“Whether suspension of Shri Rajiv Garg s/o Shri Shubh Kumar, Flat No. 194, GH-1, MCD, Sector-5, Panchkula (Haryana) during July, 2010 to 3-12-2011 (till resignation) by the Employer/Factory Manager M/s Auro Textiles, Sai Road, Baddi, District Solan, H.P. is legal and justified? If not, what amount of difference of wages above ex-worker is entitled to from the above employer?”

2. In pursuance to the aforesaid reference it is the pleaded case of the petitioner that he joined the respondent company about thirteen years ago and except March 2005 to November 2005, he had worked with them till December 2011, having been initially appointed as an Assistant in the Accounts Department in the year 1998.

3. The petitioner was placed under suspension in July 2010 *vide* an order dated 17-7-2010. A chargesheet relating to certain financial discrepancies which had took place in the Bangalore office was issued to him on 29-7-2010. The petitioner had replied to the aforesaid charges on 16-8-2010. The enquiry commenced on 19-8-2010, one Shri Rajesh Chopra, Vice-President Commercial, having been appointed as an enquiry officer.

4. It is further the case of the petitioner that during the process of enquiry and as desired by the respondent management, the petitioner submitted his resignation on 3-12-2011, which was accepted on the same day by Shri Mahesh Arora, the Factory Manager. The respondent had also partially paid his dues and also issued a performance certificate at the time of resignation. Per the petitioner, the Manager had assured him that the domestic enquiry against the petitioner would be closed by the company after his resignation. It was however continued till 13-6-2014. The enquiry officer had sent the copy of the report directly to the petitioner at his residential address through registered post on 5-7-2014.

5. It is also averred that the company had also lodged an F.I.R. against the petitioner on 31-8-2010 at Police Station, Baddi. The Police had also investigated the matter, however, no case was pending against the petitioner in any Court of law.

6. The petitioner made himself available on every hearing and co-operated with the respondent company. The petitioner had been strictly following all the instructions, rules and regulations of the company. The petitioner did nothing wrong in the discharge of his duties even in the past and since joining had been financially rewarded every year by way of increments.

7. The petitioner further avers that during his suspension he was being paid subsistence allowance only and that too 50%/75% of the basic pay and HRA only whereas he was entitled to subsistence allowance on the gross wages or pay. Per the petitioner the management also used to deduct the subsistence allowance for the days he was on leave. The petitioner had submitted his resignation on 3-12-2011, as had been desired by the respondent and that too on the assurance that his case will be closed, and full & final settlement shall be paid to him. The Factory Manager had also assured him that enquiry will be closed immediately, but the management continued the domestic enquiry till 30-6-2014 and the petitioner had to attend the proceedings till the year 2014.

8. The petitioner thus contends that the respondent had continued the domestic enquiry illegally against him after 3-12-2011 *i.e.* after his resignation and the respondent is also liable to pay him the pending dues relating to subsistence allowance up to 3-12-2011. The petitioner has quantified the difference as ₹ 1,76,648/-.

9. The petitioner thus prays that his suspension be declared as illegal and the respondent may be directed to pay full wages to the petitioner from the date of suspension till the date of acceptance of resignation alongwith interest @ 12% per annum and any other relief which this Court deems fit and proper.

10. While contesting the claim, the respondent has *inter-alia* raised the preliminary objections relating to maintainability. Per the respondent, the case of the petitioner does not fall under section 2-A of the Industrial Disputes Act. It is also averred by the respondent that the reference has not been referred by the competent authority as the Labour Commissioner is the Chief Conciliation Officer for the State of Himachal Pradesh and as such he was not the appropriate authority to refer the present reference. It is also the case of the respondent that the petitioner has not approached this Court with clean hands and has withheld material facts from this Court. Per them the petitioner had resigned of his own sweet will and the petitioner has been paid ₹1,49,641/- as full & final dues.

11. On merits, it is not denied that the petitioner was placed under suspension and was chargesheeted for having committed grave misconduct as per the Certified Standing Orders of the respondent company. As per the respondent the petitioner was paid subsistence allowance at the rate of 50% and 75% as per the Rules of the Government of Himachal Pradesh as applicable to the petitioner being an employee of the respondent company, situate in the State of Himachal Pradesh.

12. It is further the case of the respondent that the petitioner had submitted his resignation as per his own will, rather he had requested the respondent to accept the resignation and release his full & final dues. The enquiry officer after concluding the enquiry had indicted the petitioner, but since the petitioner had already resigned no order for dismissal was passed, though the copy of the findings recorded by the enquiry officer was sent to him.

13. It is therefore prayed that the claim petition be dismissed.

14. While filing rejoinder, the petitioner controverted the averments in the reply and further reiterated those in the statement of claim.

15. On 26-5-2017, the following issues came to be framed by my Learned Predecessor:—

- (1) Whether the suspension of the petitioner during July 2010 to 3-12-2011 by the respondent is legal and justified? ..OPP.
- (2) If issue No.1 is proved in affirmative, to what amount of difference of wages the petitioner is entitled to from the employer? ..OPP.
- (3) Whether the petition is not maintainable in the present form as alleged? ..OPR.

Relief:

16. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

Issue No. 1 : Yes

Issue No. 2 : However, the petitioner is entitled to the suspension allowance at the rate 50/75% on the gross monthly pay.

Issue No. 3 : No. It is maintainable

Relief : Reference is answered in favour of the respondent. However, the petitioner shall be entitled to suspension allowance as per operative part of the award.

REASONS FOR FINDINGS

Issue No. 1 :

17. The short question referred for adjudication by the appropriate government only relates to the suspension of the petitioner *w.e.f.* July 2010 to 3-12-2011 (till resignation). The text and tenor of the claim however tends to show that the petitioner is aggrieved by the act of the respondent from continuing the departmental enquiry against the petitioner even after 3-12-2011. The question of continuing with the enquiry proceedings after the resignation undoubtedly raises some questions which are indeed debatable, but unfortunately that has not been referred for adjudication to this Court. It is by now fairly well settled that this Court is constrained to decide only as per the terms of reference alone. The Labour Court thus cannot venture beyond the terms of reference. The reference curtails the domain of this Court to the validity of the action taken by the respondent between July 2010 and 3-12-2011, alone.

18. The petitioner however has averred that during the suspension period he was being paid subsistence allowance only to the extent of 50%/75% of the basic salary and HRA, whereas it had to be calculated on the gross wages as per the definition of “wages” under the Industrial Disputes Act, 1947 as well as the Industrial Employment (Standing Orders) Act, 1946.

19. In the aforesaid circumstances, the lis has come to be confined to check the veracity the action taken by the respondents only during July 2010 to 3-12-2011. The pleadings and evidence on record explicitly shows that no serious challenge has been laid by the petitioner to impeach the suspension ordered by the respondent. Even otherwise, admittedly a proper departmental enquiry had been initiated and was taken to its culmination by the enquiry officer, as is clear from Ex. RW-3/B on record. Apparently, the petitioner was actually aggrieved by the action of the respondent in continuing with the enquiry after 3-12-2011 *i.e.* after he had tendered his resignation. However, the said issue has not been sent for adjudication by the appropriate government in the present reference.

20. The only grouse of the petitioner which is left to be adjudicated relates to the payment of subsistence allowance during the said interregnum by the respondent. In short, it is the case of the petitioner that subsistence allowance was paid to him on basic + HRA, whereas it was to be payable on the gross salary payable to him. The respondent while controverting the said issue have averred that subsistence allowance of 50%/75% as per the Rules of the Government of Himachal Pradesh were paid to him. The petitioner while appearing as PW-1 has categorically stated in his cross-examination that he had received only 50% of the basic salary + HRA till his resignation.

21. The respondent apart from averring that they have paid subsistence allowance @ of 50%/75% as per the Rules of the Government of Himachal Pradesh have not said much or clarified it in the deposition made by Shri Mahesh Arora, Chief Executive of Auro Textile who appeared as RW-1. There is not a whisper in his deposition as to on what basis the subsistence allowance was paid to the petitioner. Even in his cross-examination he expressed inability to say that subsistence allowance was calculated on the basis of the basic salary + HRA alone. It is thus clear that no specific standing orders in this behalf were in existence and the respondents were following the instructions of the State Government issued in this behalf. It is also the pleaded case of the respondent.

22. A government servant under suspension or deemed to have been placed under suspension is entitled to a subsistence allowance at an amount equal to the leave salary which the government servant would have drawn if he had been on leave on half average pay or on half pay and in addition DA, if admissible on the basis of such leave salary. The same are the Rules in vogue, in the State of Himachal Pradesh. In simple terms it connotes that the petitioner was entitled to subsistence allowance equal to half pay/wages, which mean half the pay/wages being drawn by the delinquent.

23. The term wages as defined in section 2(rr) of the Act also has a broad connotation, meaning all the remuneration capable on being expressed in terms of money. Seen in any way *i.e.* whether under the Government instruction or the provisions of the Industrial Disputes Act, the petitioner indeed was entitled to subsistence allowance based on his actual pay and not the basic + HRA as was done by the respondent in the present case.

24. Though, no fault can be attributed to the suspension but it can certainly be said that the respondent had failed to grant the appropriate subsistence allowance to the petitioner, as per the mandate of law discussed and detailed hereinabove. Though the action of the respondent in ordering suspension cannot be faulted in any manner, but the action of the respondent in not paying the requisite subsistence allowance during the said interregnum is indeed illegal and unjustified. This Court thus have to take cognizance of this related fact, without taking it into consideration, it would be acting un-realistically. Even otherwise it is a question relevant to the action taken by the respondent while resorting to the suspension of the petitioner, because it relates to the amount payable to a delinquent under suspension or deemed to have been placed under suspension. The amount of subsistence allowance is a necessary adjunct and as a corollary has to be paid as per the Rules. The Court cannot close its eyes to the aforesaid factum. Even otherwise it has been duly pleaded by the petitioner, as one of the main grouses. Even if the petitioner had not claimed so, this Court could have moulded the relief to grant so.

25. It is thus held that though the suspension of the petitioner during July 2010 to 3-12-2011 cannot be faulted, but was indeed entitled to subsistence allowance @ 50%/75% as has been granted by the respondents themselves, but on the basis of his gross pay/ gross wages and not as per basic + HRA. The difference of the amount shall be payable to the petitioner from July 2010 to 3-12-2011 by the respondent. The issue is answered accordingly.

Issues No. 2:

26. In view of the findings recorded hereinabove, the issue is decided against the petitioner. However, he has been held entitled to subsistence allowance for the said interregnum *i.e.* July 2010 to 3-12-2011 on the basis of gross wages/pay. The issue is answered accordingly.

Issue No. 3:

27. The learned counsel for the respondent management would strenuously contended that the present reference is bad in law as it has not been referred to this Court by the competent

Relief:

CHIRAG BHANU SINGH,

Presiding Judge,

Industrial Tribunal-cum-Labour Court, Shimla.

Ref. No. 32 of 2015

Instituted on 30-7-2015

Decided on 8-3-2019

Rajiv s/o Sh. Kamla Nand, Village Bashla, P.O. Arthal, Tehsil Rohru, Distt. Shimla, H.P.

. Petitioner.

1. The Divisional Forest Officer, Rohru Forest Division Rohru, Distt. Shimla, H.P.
2. The State of H.P. through Secretary (Forests), Forest Department Shimla-2.

. Respondents.

Reference under section 10 of the Industrial Disputes Act, 1947

For petitioner : Shri Bhag Chand, Advocate

For respondents : Ms. Reena Chauhan, Dy. DA

AWARD

The appropriate government seeks a determination from this Court on the following point:

“Whether termination of the services of Sh. Rajiv s/o Sh. Kamla Nand, Village Bashla, P.O. Arthal, Tehsil Rohru, Distt. Shimla, H.P. w.e.f. 01-04-2011 by the Divisional Forest Officer, Rohru Forest Division Rohru, Distt. Shimla, H.P. without complying with the provisions of the Industrial Disputes Act, 1947 and thereafter offering him work on bill basis is legal and justified? If not, to what relief to reinstatement & compensation the above aggrieved workman is entitled to from the above employer?”

2. The case set-up by the petitioner in brief is that he joined as a workman in the Basla Range of Forest Division Rohru in Jan., 2010 on muster-roll basis. The work in the Forest Department is multifarious in nature and is not seasonal in nature. The petitioner had completed 240 days in the year 2009. He continued working thereafter with the respondent till April 2011, though with intermittent breaks.

3. It is further the case of the petitioner that after April 2011 the respondents started engaging the petitioner on bill basis. The respondent was getting work done through different persons, who were also engaged casually, no records were being maintained and the payments were being made on bill basis to all. The sole objective of the respondent was to defeat the claim of the petitioner. He was not allowed to complete 240 days in any calendar year after the year 2009.

4. Per the petitioner, he was always ready and willing to work and the Forest Department has perennial work, but, the respondent department to defeat the claim of the petitioner for regularization and to frustrate his claim for “continuous service”, raised a ploy that the petitioner is deployed only whenever budget is allocated and as such started engaging him on bill basis. This action of the respondent, as per the petitioner amounts to “lock out” and “cessation of work”. Since, it is not due to any fault on the part of the petitioner therefore he is deemed to be in continuous service from the year 2009.

5. It is further the case of the petitioner that the illegal act and conduct of the petitioner resulting in breaks in his employment is nothing but refusal by the employer to continue in service, which is a gross violation of the provisions of section 2(L) of the Industrial Disputes Act, 1947 (hereinafter referred as to the Act). The petitioner having put in more than 240 days in the year 2009 and the intermittent breaks in his deployment thereafter and his engagement on bill basis entitled him to be treated in continuous services as per the provisions of section 25-B of the Act. The action of the respondent is also per se violative of Article 21 of the Constitution of India.

6. The petitioner thus prays that the respondent may be directed to engage the petitioner by regularizing his services with all monetary benefits applicable to the government employees in the department, since 2009.

7. The respondent department while contesting the claim has *inter-alia* raised preliminary objections that the petitioner has never been retrenched. Per the respondent he had

been engaged as a daily paid worker since Jan. 2009. He was never removed from employment, rather, he is deployed on government work as per budget allocation and that too on top priority. It is also the case of the respondent that the petitioner had himself agreed to be engaged on so called bill basis.

8. On merits, it is the case of the respondent department that there is no full time work for the whole year in the department. Despite that top priority is given to the petitioner while being deployed on government work as per the budgetary allocation. Muster roll is also being issued as per the budget available. It is admitted by the respondent that the petitioner had worked for 285 days in the year 2009, however the other contentions raised by the petitioner have been denied in toto.

9. Per the respondent the petitioner had always agreed to work on so called bill basis. He has never objected to his employment as such after the year 2009. It is also denied that the petitioner was engaged intermittently and was not allowed to complete 240 days in a calendar year. Whenever budget was available for specific work the petitioner was being given priority and work was given to him on bill basis.

10. While filing rejoinder, the petitioner controverted the averments in the reply and further reiterated those in the statement of claim.

11. On 28-8-2016, the following issues had come to be framed by my Learned Predecessor:

1. Whether the termination of the services of the petitioner *w.e.f.* 1-4-2011 by the respondents without complying with the provisions of the Industrial Disputes Act, 1947 and thereafter offering him work on bill basis is illegal and unjustified as alleged? . . .*OPP.*
2. If issue No.1 is proved in affirmative, to what relief of service benefits the petitioner is entitled? . . .*OPP.*
3. Relief:

12. Having considered the pleadings, evidence and other attendant material placed on record, my findings on the issues framed are thus:—

Issue No. 1 : Yes

Issue No. 2 : Entitled to reinstatement on muster roll basis alongwith seniority and continuity but without any back-wages.

Relief : Reference answered in favour of the petitioner and against the respondents per operative part of award.

REASONS FOR FINDINGS

13. Both the issues are being taken up together as they are correlated and intermingled.

14. In essence the dispute does not per se relates to the termination simplicitor but to the change in the condition of service of the petitioner, whereby the respondents are offering him work on bill basis *w.e.f.* 1-4-2011. Though, technically the action of the respondents in changing the working conditions *w.e.f.* 1-4-2011 by offering him work on bill basis will tantamount to cession of work and as such will however fall within the definition of section 2-oo of the Act. The reference could have been more happily worded. None the less the terms of reference are sufficient to allow this Court to venture into the dispute as raised by the petitioner, the later part of it specifically relating to the action of the respondent in offering him work on bill basis and as such the legality of such action.

15. Admittedly, the petitioner was employed as a daily waged worker and was working on muster-roll basis in the year 2009 and he continued working as such till April 2011. The respondents after April 2011 started employing the petitioner on bill basis. The respondents have tried to portray that the employment of the petitioner was seasonal in nature, none the less, top priority was given to the petitioner for deployment as per the budgetary allocation, though on bill basis.

16. The two pronged defence raised by the respondents was that there was no whole time work available, it was seasonal work and secondly after April 2011 the work was based on budgetary allocation made by the department. The plea of seasonal work has been raised half heartedly in the pleadings and in fact no evidence has been led in this behalf by the respondents. RW-2 has merely stated that the work in the nursery is of seasonal nature and the petitioner still works on seasonal basis at Basla Range nursery, subject to availability of work, though on bill basis. Apart from this there is nothing on record to remotely suggest that the work was seasonal in nature. Even otherwise, in his cross-examination he has categorically admitted that the works mentioned in Ex. P-1 are caused to be done through daily paid workers. Ex. P-1 on record is the details of budgetary allocation for the year 2016-17 made in respect of Rohru Forest Division, which is approximately to the tune of ₹ 1,28,00,000/- and an odd. The plea of seasonal work thus cannot be sustained in the eyes of Ex. P-1 on record. Even otherwise it is no one's case that the petitioner was merely engaged to work at the nursery and the said factum is corroborated by the testimony of RW-2 itself.

17. In respect of deployment based on the budgetary allocation, the respondents have placed on record a notification dated 28.4.2009 issued by the Forest Department purportedly introducing bill/tender system for all works including OA and Project related works in the Forest Department, including Plantation, Fire Protection, Soil Conversation etc. It *inter-alia* envisaged that all works of Forest Department should be done on bill basis except where already continuing daily wagers are involved, who are working for last many years and cannot be removed. In such cases muster-roll may be issued with the prior approval/authorization of the Divisional Forest Officer concern. Apparently, based on the dictates of the department the respondents started engaging the petitioner on bill basis after April 2011. This seemingly was the only reason which compelled the respondents to change the service conditions of the petitioner from muster-rolls to bill basis. Unfortunately, the Divisional Forest Officer has neither appeared nor pleaded the said factum. Though half heartedly endeavor was made by the department to say that the petitioner was engaged on bill basis after April 2011, as and when budget was available.

The notification dated 28-4-2009 was also placed on record in pursuance to an application filed by the petitioner under section 11 of the Act. The bare reading of the notification discussed hereinabove *supra*, clearly reveals that the intention of the State was that the notification would have prospective effect. It was not to be made applicable to the workmen already continuing on daily wages basis. Admittedly the petitioner as per the respondents themselves was working on muster roll basis till April 2011. Admittedly, he had completed more than 240 days in a calendar year. The State was conscious of the fact that any change in the conditions of service had to be effected by issuing a notice to the workman regarding the change proposed to be effected, as is the statutory mandate of section 9-A of the Act, but I am afraid the implementing authorities did not understand and realize the import of the notification dated 28-4-2009 in the right perspective. The petitioner already having been in employment of the respondent on daily wages was not only protected by the provisions of section 9-A of the Act but also the notification issued by the respondent State itself on 28-4-2009. In case the respondent No.1 herein had to effect any change in the service conditions of the petitioner he had to fall back upon the statutory provisions of the Act, which admittedly has not been done in the case in hand. The petitioner was neither retrenched nor a notice of change as postulated under the Act were issued by the respondents. In the face of Ex. P-1 on record even the plea of seasonal work falls to the ground.

18. Not only is the action of the respondent violative on the aforesaid count but it also smacks of unfair labour practice as defined in section 2(ra) of the Act, as the action of the respondent-1 tantamount to abolishing the work of a regular nature being done by the workman and to give such work on bill basis. The action of the respondent in changing the service conditions of the workman per se, was not in good faith and can be termed to be malafide as has been detailed hereinabove, more particularly keeping in view the notification of the State itself dated 28-4-2009. The notification itself provided that all works of the forest department would be done on bill basis, except where already continuing daily wages are involved. The change effected by respondent No. 1 is even contrary to the notification issued by the State and as such tantamount to the infraction of the provisions contained in 5th Schedule of the Act, *vis-a-vis* unfair labour practice.

19. For all the aforesaid reasons discussed hereinabove this Court is of the considered opinion that the action of the respondents in offering work on bill basis after 1-4-2011 was indeed violative of the provisions of the Act as have been discussed above and thus illegal and unjustified in law. Both these issues are decided accordingly.

Relief:

For all the foregoing reasons discussed hereinabove *supra*, the reference is allowed in favour of the petitioner and against the respondents. The action of the respondents in offering the petitioner work on bill basis *w.e.f.* 1-4-2011 is held to be illegal, arbitrary and violative of the provisions of the Industrial Disputes Act, 1947. The petitioner will be deemed to have continued as a daily wager on muster-roll basis *w.e.f.* the date of his initial engagement. The petitioner shall be entitled to seniority and continuity in service though without any back-wages. The reference is answered accordingly. Let a copy of this award be sent to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced in the open Court today this 8th day of March, 2019.

CHIRAG BHANU SINGH,
Presiding Judge,
Industrial Tribunal-cum-Labour Court, Shimla.

सूचना प्रौद्योगिकी विभाग

अधिसूचना

शिमला-2, 20 नवम्बर, 2019

संख्या: आईटी0-बी(1)-1 / 2017.—हिमाचल प्रदेश के राज्यपाल, भारत के संविधान के अनुच्छेद 309 के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हिमाचल प्रदेश लोक सेवा आयोग के परामर्श से, हिमाचल प्रदेश सूचना प्रौद्योगिकी विभाग में अधीक्षक ग्रेड-I, वर्ग-I (राजपत्रित) के पद के लिए इस अधिसूचना से संलग्न उपाबन्ध-“क” के अनुसार भर्ती और प्रोन्नति नियम बनाते हैं, अर्थात् :-

1. संक्षिप्त नाम और प्रारम्भ.—(1) इन नियमों का संक्षिप्त नाम हिमाचल प्रदेश सूचना प्रौद्योगिकी विभाग, अधीक्षक ग्रेड-I, वर्ग-I (राजपत्रित) भर्ती और प्रोन्नति नियम, 2019 है ।

(2) ये नियम राजपत्र (ई-गजट), हिमाचल प्रदेश में प्रकाशित किए जाने की तारीख से प्रवृत्त होंगे ।

आदेश द्वारा,
जगदीश चन्द्र शर्मा,
प्रधान सचिव (सूचना प्रौद्योगिकी)।

उपाबन्ध-“क”

हिमाचल प्रदेश सूचना प्रौद्योगिकी विभाग में अधीक्षक ग्रेड-I, वर्ग-I (राजपत्रित), के पद के लिए भर्ती और प्रोन्नति नियम

1. पद का नाम.—अधीक्षक ग्रेड-I
2. पद (पदों) की संख्या.—1 (एक)
3. वर्गीकरण.—वर्ग-I (राजपत्रित) लिपिक वर्गीय सेवाएं
4. वेतनमान.—पे बैंड: 15600-39100 रुपए + 5400 रुपए ग्रेड पे।
5. “चयन” पद अथवा “अचयन” पद.—अचयन।
6. सीधी भर्ती के लिए आयु.—लागू नहीं।
7. सीधे भर्ती किए जाने वाले व्यक्ति (व्यक्तियों) के लिए अपेक्षित न्यूनतम शैक्षिक और अन्य अर्हताएं:

(क) अनिवार्य अर्हता(एँ).—लागू नहीं।

(ख) वांछनीय अर्हता.—लागू नहीं।

8. सीधे भर्ती किए जाने वाले व्यक्ति (व्यक्तियों) के लिए विहित आयु और शैक्षिक अर्हता(एँ) प्रोन्नत व्यक्ति (व्यक्तियों) की दशा में लागू होंगी या नहीं.—आयु.—लागू नहीं ।

शैक्षिक अर्हता(एँ).—लागू नहीं ।

9. परीक्षा की अवधि, यदि कोई हो।—दो वर्ष, जिसका एक वर्ष से अनाधिक ऐसी और अवधि के लिए विस्तार किया जा सकेगा, जैसा सक्षम प्राधिकारी विशेष परिस्थितियों में और कारणों को लिखित में अभिलिखित करके आदेश दें।

10. भर्ती की पद्धति: भर्ती सीधी होगी या प्रोन्नति/सैकेण्डमैण्ट/स्थानान्तरण द्वारा और विभिन्न पद्धतियों द्वारा भरे जाने वाले पद (पदों) की प्रतिशतता।—शतप्रतिशत प्रोन्नति द्वारा।

11. प्रोन्नति/सैकेण्डमैण्ट/स्थानान्तरण द्वारा भर्ती की स्थिति में वे श्रेणियां (ग्रेड) जिनसे प्रोन्नति/सैकेण्डमैण्ट/स्थानान्तरण किया जाएगा।—अधीक्षक ग्रेड-II में से प्रोन्नति द्वारा, जिनका तीन वर्ष का नियमित सेवाकाल या ग्रेड में की गई लगातार तदर्थ सेवा, यदि कोई हो, को सम्मिलित करके तीन वर्ष का नियमित सेवाकाल हो; ऐसा न होने पर अधीक्षक ग्रेड-II में से प्रोन्नति द्वारा जिनका अधीक्षक ग्रेड-II और वरिष्ठ सहायक के रूप में संयुक्ततः नौ वर्ष का नियमित सेवाकाल हो या ग्रेड में की गई लगातार तदर्थ सेवा, यदि कोई हो को सम्मिलित करके नौ वर्ष का नियमित सेवाकाल हो जिसमें अधीक्षक ग्रेड-II के रूप में दो वर्ष की अनिवार्य सेवा अवश्य होनी चाहिए:

(I) परन्तु प्रोन्नति के प्रयोजन के लिए प्रत्येक कर्मचारी को, जनजातीय/कठिन/दुर्गम क्षेत्रों और दूरस्थ/ग्रामीण क्षेत्रों में पद (पदों) की ऐसे क्षेत्रों में पर्याप्त संख्या की उपलब्धता के अधीन, कम से कम एक कार्यकाल तक सेवा करनी होगी:

परन्तु यह और कि उपर्युक्त परन्तुक (1) उन कर्मचारियों के मामले में लागू नहीं होगा, जिनकी अधिवर्षिता के लिए पांच वर्ष की या उससे कम की सेवा शेष रही हो। तथापि ऐसे पदधारियों को, उनकी प्रोन्नति पर, दूरस्थ/ग्रामीण क्षेत्रों में तैनात/स्थानान्तरित किया जा सकेगा:

परन्तु यह और भी कि उन अधिकारियों/कर्मचारियों को, जिसने जनजातीय/कठिन/दुर्गम क्षेत्रों और दूरस्थ/ग्रामीण क्षेत्रों में कम से कम एक कार्यकाल तक सेवा नहीं की है, उसके अपने संवर्ग (काडर) में सर्वथा उसकी वरिष्ठता के अनुसार स्थानान्तरित किया जाएगा।

स्पष्टीकरण I.—उपर्युक्त परन्तुक (1) के प्रयोजन के लिए जनजातीय/कठिन/दुर्गम क्षेत्रों और दूरस्थ/ग्रामीण क्षेत्रों में "कार्यकाल" से, प्रशासनिक अत्यावश्यकताओं/सुविधाओं को ध्यान में रखते हुए, साधारणतया तीन वर्ष की अवधि या ऐसे क्षेत्रों में तैनाती की इससे कम अवधि अभिप्रेत होगी।

स्पष्टीकरण II.—उपर्युक्त परन्तुक (1) के प्रयोजन के लिए जनजातीय/कठिन क्षेत्र निम्न प्रकार से होंगे:—

1. जिला लाहौल एवं स्पिति
2. चम्बा जिला का पांगी और भरमौर उप-मण्डल
3. रोहडू उप-मण्डल का डोडरा क्वार क्षेत्र
4. जिला शिमला की रामपुर तहसील का पन्द्रह बीस परगना, मुनीश, दरकाली और ग्राम पंचायत काशापाट।
5. जिला कुल्लू का पन्द्रह बीस परगना
6. कांगड़ा जिला के बैजनाथ उप-मण्डल का बड़ा भंगाल क्षेत्र
7. जिला किन्नौर

8. सिरमौर जिला में, उप-तहसील कमरऊ के काठवाड़ और कोरगा पटवार वृत्त, रेणुकाजी तहसील के भलाड़-भलौना और सांगना पटवार वृत्त और शिलाई तहसील का कोटा पाब पटवार वृत्त।
9. मण्डी जिला में, करसोग तहसील का खनयोल-बगडा वृत्त, बाली चौकी उप-तहसील के गाड़ा गुशैणी, मठियानी, घनयाड़, थाची, बागी, सोमगाड़ और खोलानाल, पटवार वृत्त, पद्धर तहसील के झारवाड़, कुटगढ़, ग्रामन, देवगढ़, ट्रैला, रोपा, कथोग, सिलह-भडवानी, हस्तपुर, घमरेहर और भटेढ़ पटवार वृत्त थुनाग तहसील के चिउणी, कालीपार, मानगढ़, थाच-बगड़ा, उत्तरी मगरू और दक्षिणी मगरू पटवार वृत्त और सुन्दरनगर तहसील का बटवाड़ा पटवार वृत्त।

स्पष्टीकरण III.—उपर्युक्त परन्तुक (1) के प्रयोजन के लिए और दूरस्थ/ग्रामीण क्षेत्र निम्न प्रकार से होंगे:—

- (i) उप-मण्डल/तहसील मुख्यालय से 20 किलोमीटर की परिधि से परे के समस्त स्थान।
- (ii) राज्य मुख्यालय और जिला मुख्यालय से 15 किलोमीटर की परिधि से परे के समस्त स्थान जहां के लिए बस सेवा उपलब्ध नहीं है और 3 किलोमीटर से अधिक की पैदल यात्रा करनी पड़ती है।
- (iii) कर्मचारी का, उसके प्रवर्ग को ध्यान में लाए बिना अपने गृह नगर या गृह नगर क्षेत्र के साथ लगती 20 किलोमीटर की परिधि के भीतर का क्षेत्र।

(II) प्रोन्नति के सभी मामलों में पद पर नियमित नियुक्त से पूर्व सम्भरक (पोषक) पद में की गई लगातार तदर्थ सेवा, यदि कोई हो, इन नियमों में यथाविहित सेवाकाल के लिए, इस शर्त के अधधीन प्रोन्नति के लिए गणना में ली जाएगी, कि सम्भरक (पोषक) प्रवर्ग में तदर्थ नियुक्ति/प्रोन्नति, भर्ती और प्रोन्नति नियमों के उपबन्धों के अनुसार चयन की उचित स्वीकार्य प्रक्रिया को अपनाने के पश्चात् की गई थी:

(i) परन्तु उन सभी मामलों में जिनमें कोई कनिष्ठ व्यक्ति सम्भरक (पोषक) पद में अपने कुल सेवाकाल (तदर्थ आधार पर की गई सेवा सहित, जो नियमित सेवा/नियुक्ति के अनुसरण में हो) के आधार पर उपर्युक्त निर्दिष्ट उपबन्धों के कारण विचार किए जाने का पात्र हो जाता है, वहां उससे वरिष्ठ सभी व्यक्ति अपने-अपने प्रवर्ग/पद/कांडर में विचार किए जाने के पात्र समझे जाएंगे और विचार करते समय कनिष्ठ व्यक्ति से ऊपर रखे जाएंगे:

परन्तु यह और कि उन सभी पदधारियों की, जिन पर प्रोन्नति के लिए विचार किया जाना है, की कम से कम तीन वर्ष की न्यूनतम अर्हता सेवा या पद के भर्ती और प्रोन्नति नियमों में विहित सेवा, जो भी कम हो, होगी:

परन्तु यह और भी कि जहां कोई व्यक्ति पूर्वगामी परन्तुक की अपेक्षाओं के कारण प्रोन्नति किए जाने सम्बन्धी विचार के लिए अपात्र हो जाता है, वहां उससे कनिष्ठ व्यक्ति भी ऐसी प्रोन्नति के विचार के लिए अपात्र समझा जाएगा/समझे जाएंगे।

स्पष्टीकरण.—अन्तिम परन्तुक के अन्तर्गत कनिष्ठ पदधारी प्रोन्नति के लिए अपात्र नहीं समझा जाएगा यदि वरिष्ठ अपात्र व्यक्ति भूतपूर्व सैनिक है जो आपातकाल अवधि के दौरान सशस्त्र बल में शामिल हुआ है। और जिसे डिमोबिलाइज्ड आर्मड फोर्सिज परसोनल (रिजर्वेशन आफ वैकेन्सीज इन हिमाचल स्टेट नॉन-टैक्नीकल सर्विसिज) रूलज, 1972 के नियम-3 के उपबन्धों के अन्तर्गत भर्ती किया गया है और तदधीन वरीयता लाभ दिए गए हों या जिसे एक्स-सर्विसमैन (रिजर्वेशन आफ वैकेन्सीज इन दी हिमाचल प्रदेश टैक्नीकल सर्विसिज) रूलज, 1985 के नियम-3 के उपबन्धों के अन्तर्गत भर्ती किया गया हो और तदधीन वरीयता लाभ दिए गए हों।

(ii) इसी प्रकार स्थायीकरण के सभी मामलों में ऐसे पद पर नियमित नियुक्ति से पूर्व सम्भरक (पोषक) पद पर की गई लगातार तदर्थ सेवा, यदि कोई हो, सेवाकाल के लिए गणना में ली जाएगी, यदि

तदर्थ नियुक्ति/प्रोन्नति, उचित चयन के पश्चात् और भर्ती और प्रोन्नति नियमों के उपबंधों के अनुसार की गई थी:

परन्तु की गई तदर्थ सेवा को गणना में लेने के पश्चात् स्थाईकरण के फलस्वरूप पारस्परिक वरीयता अपरिवर्तित रहेगी।

12. यदि विभागीय प्रोन्नति समिति विद्यमान हो तो उसकी संरचना.—जैसी सरकार द्वारा समय-समय पर गठित की जाए।

13. भर्ती करने में जिन परिस्थितियों में हिमाचल प्रदेश लोक सेवा आयोग से परामर्श किया जाएगा.—जैसा विधि द्वारा अपेक्षित हो।

14. सीधी भर्ती के लिए अनिवार्य अपेक्षा.—लागू नहीं।

15. सीधी भर्ती द्वारा पद पर नियुक्ति के लिए चयन.—लागू नहीं।

16. आरक्षण.—सेवा में नियुक्ति, हिमाचल प्रदेश सरकार द्वारा समय-समय पर अनुसूचित जातियों/अनुसूचित जनजातियों/अन्य पिछड़े वर्गों और अन्य प्रवर्ग के व्यक्तियों के लिए सेवा में आरक्षण की बाबत जारी किए गए आदेशों के अधीन होगी।

17. विभागीय परीक्षा.—लागू नहीं।

18. शिथिल करने की शक्ति.—जहां राज्य सरकार की यह राय हो कि ऐसा करना आवश्यक या समीचीन है, वहां वह, कारणों को लिखित में अभिलिखित करके और हिमाचल प्रदेश लोक सेवा आयोग के परामर्श से, आदेश द्वारा, इन नियमों के किन्हीं उपबन्धों को किसी वर्ग या व्यक्ति (व्यक्तियों) के प्रवर्ग या पद (पदों) की बाबत, शिथिल कर सकेगी।

[Authoritative English Text of this Department Notification No. IT-B (1)-1/2017, dated2019 as required under clause (3) of Article 348 of the Constitution of India].

INFORMATION TECHNOLOGY DEPARTMENT

NOTIFICATION

Shimla-171 002, the 20th November, 2019

No. IT-B (1)1/2017.—In exercise of the powers conferred by proviso to article 309 of the Constitution of India, the Governor, Himachal Pradesh, in consultation with Himachal Pradesh Public Service Commission, is pleased to make the Recruitment and Promotion Rules for the post of Superintendent Grade-I, Class-I (Gazetted) in the Information Technology Department, Himachal Pradesh, as per Annexure - “A” attached to this notification, namely:—

1. Short title and Commencement.—(1) These rules may be called the Himachal Pradesh Information Technology Department, Superintendent Grade-I, Class-I (Gazetted) Recruitment and Promotion Rules, 2019.

(2) These rules shall come into force from the date of publication in the Rajpatra (e-Gazette), Himachal Pradesh.

By order,
(JAGDISH CHANDER SHARMA),
Principal Secretary (IT).

RECRUITMENT & PROMOTION RULES FOR THE POST OF SUPERINTENDENT GRADE-I
CLASS-I (GAZETTED) IN THE DEPARTMENT OF INFORMATION TECHNOLOGY,
HIMACHAL PRADESH

1. **Name of the Post.**—Superintendent Grade-I
2. **Number of Posts.**—01 (One)
3. **Classification.**—Class-I (Gazetted) Ministerial Services
4. **Scale of Pay.**— Pay Band Rs. 15600—39100+ 5400 Grade Pay.
5. **Whether “Selection” Post” or “Non-Selection” Post.**—Non-Selection
6. **Age for direct recruitment.**—Not applicable
7. **Minimum Educational and other qualifications required for direct recruit(s):**

Essential Qualification(s).—Not Applicable

Desirable Qualification.—Not Applicable

8. **Whether age and educational qualifications prescribed for direct recruit(s) will apply in the case of the promotees?:**

Age.—Not Applicable

Education Qualification.— Not Application

9. **Period of probation, if any.**—Two years subject to such further extension for a period not exceeding one year as may be ordered by the competent authority in special circumstances and for reasons to be recorded in writing.

10. **Method(s) of recruitment, whether by direct recruitment or by promotion/ secondment/ transfer and the percentage of post(s) to be filled in by various methods.**—100% by promotion.

11. **In case of recruitment by promotion/ secondment/ transfer, grade(s) from which promotion/secondment/transfer is to be made.**—By promotion from amongst the Superintendent Grade-II who possess 03(three) year's regular or regular combined with continuous *ad hoc* service, if any, in the grade, failing which by promotion from amongst the Superintendent Grade-II who

possess nine year's regular service or regular combined with continuous *ad hoc* service rendered, if any, in the grade, as Superintendent Grade-II and Senior Assistant combined, out of which 02 (two) year's essential service must be as Superintendent Grade-II:

(i) Provided that for the purpose of promotion every employee shall have to serve atleast one term in the Tribal/Difficult/Hard areas and remote/rural areas subject to adequate number of post(s) available in such areas:

Provided further that the proviso (I) *supra* shall not be applicable in the case of those employees who have five years or less service, left for superannuation except posting/transfer in remote/rural area. However, this condition of five years shall not be applicable in cases of promotion:

Provided further that Officers/Officials who have not served atleast one tenure in Tribal/Difficult/Hard areas and remote/rural areas shall be transferred to such area strictly in accordance with his/her seniority in the respective cadre.

Explanation I.—For the purpose of proviso (I) *supra* the “term” in Tribal / Difficult/Hard areas/remote/rural areas shall mean normally three years or less period of posting in such areas keeping in view the administrative exigencies/convenience.

Explanation II.—For the purpose of proviso (I) *supra* the Tribal /Difficult Areas shall be as under:—

1. District Lahaul & Spiti
2. Pangi and Bharmour Sub Division of Chamba District
3. Dodra Kwar Area of Rohru Sub- Division
4. Pandra Bis Pargana, Munish Darkali and Gram Panchayat Kashapat of Rampur Tehsil of District Shimla.
5. Pandra Bis Pargana of Kullu District
6. Bara Bhangal Area of Baijnath Sub-Division of Kangra District
7. District Kinnaur
8. Kathwar and Korga Patwar Circles of Kamrau Sub-Tehsil, Bhaladh, Bhalona and Sangna Patwar Circles of Renuka Ji, Tehsil and Kota Pab Patwar Circle of Shillai Tehsil, in Sirmaur District.
9. Khanyol-Bagra Patwar Circle of Karsog Tehsil, Gada-Gassaini, Mathyani, Ghanyar, Thachi, Baggi, Somgad and Kholanal of Bali-Chowki Sub-Tehsil, Jharwar, Kutgarh, Gramin, Devgarh, Trailla, Ropa, Kathog, Silh-Badhwani, Hastpur, Ghamrehar and Bhatehar Patwar Circle of Padhar Tehsil, Chiuni, Kalipar, Mangarh, Thach-Bagra, North Magru and South Magru Patwar Circles of Thunag Tehsil and Batwara Patwar Circle of Sunder Nagar Tehsil in Mandi District.

Explanation III.—For the purpose of provision (I) *supra* the Remote/Rural Areas shall be as under:—

- (1) All stations beyond the radius of 20 Kms. For Sub-Division/Tehsil headquarter.
- (2) All stations beyond the radius of 15Km. from State Headquarter and District head quarters where bus service is not available and on foot journey is more then 3 (three) Kms.
- (3) Home town or area adjoining to area of home town within the radius of 20 Kms. of the employee regardless of its category.

(II) In all cases of promotion, the continuous *adhoc* service rendered in the feeder post if any, prior to regular appointment to the post shall be taken into account towards the length of service as/prescribed in these rules for promotion subject to the conditions that the *adhoc* appointment/ promotion in the feeder category had been made after following proper acceptable process of selection in accordance with the provisions of R&P Rules:

(i) Provided that in all cases where a junior person becomes eligible for consideration by virtue of his/her total length of service (including the service rendered on *adhoc* basis followed by regular service/appointment) in the feeder post in view of the provisions referred to above, all persons senior to him/her in the respective category/post/ cadre shall be deemed to be eligible for consideration and placed above the junior person in the field of consideration:

Provided that all incumbents to be considered for promotion shall possess the minimum qualifying service of atleast three years or that prescribed in the Recruitment and Promotion Rules for the post, whichever is less:

Provided further that where a person becomes ineligible to be considered for promotion on account of the requirements of the preceding proviso, the person(s) junior to him/her shall also be deemed to be ineligible for consideration for such promotion.

EXPLANATION.—The last proviso shall not render the junior incumbents ineligible for consideration for promotion if the senior ineligible person(s) happened to be ex-servicemen who have joined Armed Forces during the period of emergency and recruited under the provisions of Rule-3 of Demobilised Armed Forces Personnel (Reservation of Vacancies in Himachal State Non-Technical Services) Rules, 1972 and having been given the benefit of seniority there under or recruited under the provisions of Rule-3 of Ex-Servicemen (Reservation of Vacancies in the Himachal Pradesh Technical Services) Rules, 1985 and having been given the benefit of seniority thereunder.

(ii) Similarly, in all cases of confirmation, continuous *adhoc* service rendered in the feeder post, if any, prior to the regular appointment/ promotion against such post shall be taken into account towards the length of service, if the *adhoc* appointment/ promotion had been made after proper selection and in accordance with the provision of the R&P Rules:

Provided that *inter-se*-seniority as a result of confirmation after taking into account, *adhoc* service rendered as referred to above shall remain unchanged.

12. If a Departmental Promotion Committee exists, what is its composition?.—As may be constituted by the Government from time to time.

13. Circumstances under which the H.P.P.S.C. is to be consulted in making recruitment.—As required under the Law.

14. Essential requirement for a direct recruitment.—Not applicable

15. Selection for appointment to the post by direct recruitment.—Not applicable

16. Reservation.—The appointment to the service shall be subject to orders regarding reservation in the service for Scheduled Castes/ Scheduled Tribes/ Other Backward Classes/ other categories of persons issued by the Himachal Pradesh Government from time to time.

17. Departmental Examination.—Not applicable

18. Powers to relax.—Where the State Government is of the opinion that it is necessary or expedient to do so, it may, by order for reasons to be recorded in writing and in consultation with the Himachal Pradesh. Public Service Commission, relax any of the provision(s) of these Rules with respect to any class or category of person(s) or post(s).

ब अदालत श्री कर्म सिंह, कार्यकारी दण्डाधिकारी व नायब तहसीलदार एवं सहायक समाहर्ता
द्वितीय श्रेणी सैज, उप-तहसील सैज, जिला कुल्लू, हिमाचल प्रदेश

श्रीमती सीता देवी पत्नी स्व० श्री अमर सिंह, निवासी गांव सारी, डाकघर ब्रैहन, उप-तहसील सैज,
जिला कुल्लू, हि० प्र०।

बनाम

आम जनता

विषय.—राजस्व रिकार्ड में नाम दुरुस्ती करने बारे।

श्रीमती सीता देवी पत्नी स्व० श्री अमर सिंह, निवासी गांव सारी, डाकघर ब्रैहन, उप-तहसील सैज,
जिला कुल्लू, हि० प्र० ने एक प्रार्थना-पत्र शपथ-पत्र सहित पेश किया है कि उसका नाम ग्राम पंचायत तलाड़ा
के परिवार रजिस्टर भाग-I में सीता देवी दर्ज है जबकि महाल रोट-I कोठी भलाण में गीता देवी दर्ज है।
अतः इसे दुरुस्त किया जावे।

अतः इस इशतहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी को इस बारे कोई
एतराज हो तो दिनांक 06-02-2020 को असालतन या वकालतन प्रातः 11.00 बजे हाजिर होकर अपना
एतराज पेश कर सकता है। निर्धारित अवधि के पश्चात् कोई उजर व एतराज प्राप्त न होने पर प्रार्थना-पत्र
स्वीकार किया जाकर राजस्व रिकार्ड में इसका नाम सीता देवी उर्फ गीता देवी दर्ज करने के आदेश पारित
किए जाएंगे।

आज दिनांक 06-01-2020 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय श्रेणी एवं कार्यकारी दण्डाधिकारी सैज,
उप-तहसील सैज, जिला कुल्लू।

**ब अदालत श्री कर्म सिंह, कार्यकारी दण्डाधिकारी व नायब तहसीलदार एवं सहायक समाहर्ता
द्वितीय श्रेणी सैज, उप-तहसील सैज, जिला कुल्लू, हिमाचल प्रदेश**

श्री छप्पे राम पुत्र श्री पैने राम, निवासी गांव जौली, डाकघर भलाण-II, उप-तहसील सैज, जिला कुल्लू, हि0 प्र0।

बनाम

आम जनता

विषय.—राजस्व रिकार्ड में नाम दर्ज करने बारे।

श्री छप्पे राम पुत्र श्री पैने राम, निवासी गांव जौली, डाकघर भलाण-II, उप-तहसील सैज, जिला कुल्लू, हि0 प्र0 ने एक प्रार्थना-पत्र शपथ-पत्र सहित इस अदालत में पेश किया है कि इसका नाम ग्राम पंचायत भलाण-II के परिवार रजिस्टर भाग-I में इसका नाम छप्पे राम दर्ज है जबकि महाल व कोठी भलाण-II में कुरमे राम पुत्र श्री पैने राम दर्ज है। अतः इसे दुरुस्त किया जाए।

अतः इस इशतहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी को इस बारे कोई एतराज हो तो दिनांक 06-02-2020 को असालतन या वकालतन प्रातः 11.00 बजे हाजिर होकर अपना एतराज पेश कर सकता है। निर्धारित अवधि के पश्चात् कोई उजर व एतराज प्राप्त न होने पर प्रार्थना-पत्र स्वीकार किया जाकर राजस्व रिकार्ड में इसका नाम छप्पे राम के बजाए छप्पे राम उर्फ कुरमे राम दर्ज करने के आदेश पारित किए जाएंगे।

आज दिनांक 06-01-2020 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—

सहायक समाहर्ता द्वितीय श्रेणी एवं कार्यकारी दण्डाधिकारी सैज,
उप-तहसील सैज, जिला कुल्लू।

**ब अदालत श्री कर्म सिंह, कार्यकारी दण्डाधिकारी व नायब तहसीलदार एवं सहायक समाहर्ता
द्वितीय श्रेणी सैज, उप-तहसील सैज, जिला कुल्लू, हिमाचल प्रदेश**

श्री डोला सिंह पुत्र श्री अमर सिंह निवासी गांव सारी, डाकघर ब्रैहन, उप-तहसील सैज, जिला कुल्लू, हि0 प्र0।

बनाम

आम जनता

विषय.—राजस्व रिकार्ड में नाम दुरुस्त करने बारे।

श्री डोला सिंह पुत्र श्री अमर सिंह निवासी गांव सारी, डाकघर ब्रैहन, उप-तहसील सैज, जिला कुल्लू, हि0 प्र0 ने एक प्रार्थना-पत्र शपथ-पत्र सहित इस अदालत में पेश किया है कि इसका नाम ग्राम पंचायत तलाड़ा के परिवार रजिस्टर भाग-I में इसका नाम डोला राम दर्ज है जोकि सही है जबकि महाल रोटी-I, कोठी भलाण में प्रदीप कुमार दर्ज है जोकि गलत है। अतः इसे दुरुस्त किया जाए।

अतः इस इशतहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी को इस बारे कोई एतराज हो तो दिनांक 06-02-2020 को असातन या वकालतन प्रातः 11.00 बजे हाजिर होकर अपना एतराज पेश कर सकता है। निर्धारित अवधि के पश्चात् कोई उजर व एतराज प्राप्त न होने पर प्रार्थना-पत्र स्वीकार किया जाकर राजस्व रिकार्ड में इसका नाम डोला राम उर्फ प्रदीप कुमार दर्ज करने के आदेश पारित किए जाएंगे।

आज दिनांक 06-01-2020 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय श्रेणी एवं कार्यकारी दण्डाधिकारी सैज,
उप-तहसील सैज, जिला कुल्लू।

ब अदालत श्री कर्म सिंह, कार्यकारी दण्डाधिकारी व नायब तहसीलदार एवं सहायक समाहर्ता
द्वितीय श्रेणी सैज, उप-तहसील सैज, जिला कुल्लू, हिमाचल प्रदेश

श्री दामोदर दास पुत्र श्री आत्मा राम, निवासी गांव पाशी, डाकघर रैला, उप-तहसील सैज, जिला कुल्लू, हि0 प्र0।

बनाम

आम जनता

विषय.—राजस्व रिकार्ड में नाम दुरुस्त करने बारे।

श्री दामोदर दास पुत्र श्री आत्मा राम निवासी, गांव पाशी, डाकघर रैला, उप-तहसील सैज, जिला कुल्लू, हि0प्र0 ने इस अदालत में दरखास्त गुजारी है कि राजस्व रिकार्ड महाल रैला, पटवार वृत्त रैला, उप-तहसील सैज, जिला कुल्लू में इसका नाम लालू दर्ज है जोकि गलत है। जबकि ग्राम पंचायत रैला के परिवार रजिस्टर भाग-1 व अन्य दस्तावेजों में इसका नाम दामोदर दास दर्ज है जोकि सही है। जिसकी दुरुस्ती बारे एक शपथ-पत्र भी प्रार्थी द्वारा प्रस्तुत किया गया है। इसका नाम राजस्व रिकार्ड महाल रैला, पटवार वृत्त रैला, उप-तहसील सैज, जिला कुल्लू में लालू के स्थान पर लालू उर्फ दामोदर दास दर्ज किए जाने की प्रार्थना की है।

अतः इस इशतहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी को इस बारे कोई एतराज हो तो दिनांक 09-02-2020 को असातन या वकालतन प्रातः 11.00 बजे हाजिर होकर अपना एतराज पेश कर सकता है निर्धारित अवधि के पश्चात् कोई उजर व एतराज प्राप्त न होने पर प्रार्थना-पत्र स्वीकार किया जाकर राजस्व रिकार्ड में इसका नाम लालू उर्फ दामोदर दास पुत्र श्री आत्मा राम दर्ज करने के आदेश पारित किए जाएंगे।

आज दिनांक 08-01-2020 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय श्रेणी एवं कार्यकारी दण्डाधिकारी सैज,
उप-तहसील सैज, जिला कुल्लू।

**ब अदालत श्री कर्म सिंह, कार्यकारी दण्डाधिकारी व नायब तहसीलदार एवं सहायक समाहर्ता
द्वितीय श्रेणी सैज, उप-तहसील सैज, जिला कुल्लू, हिमाचल प्रदेश**

श्रीमती दीनामणी पत्नी स्व० श्री झदू राम, निवासी गांव जलौ हरा, डाकघर बजाहरा, उप-तहसील सैज, जिला कुल्लू, हि० प्र०।

बनाम

आम जनता

विषय.—राजस्व रिकार्ड में नाम दुरुस्त करने बारे।

श्रीमती दीनामणी पत्नी स्व० श्री झदू राम, निवासी गांव जलाहरा, डाकघर बजाहरा, उप-तहसील सैज, जिला कुल्लू, हि० प्र० ने इस अदालत में दरखास्त गुजारी है कि राजस्व रिकार्ड महाल व पटवार वृत्त शैशर, उप-तहसील सैज, जिला कुल्लू में इसका नाम सीता देवी दर्ज है जोकि गलत है। जबकि ग्राम पंचायत देहरीधार के परिवार रजिस्टर भाग-1 व अन्य दस्तावेजों में इसका नाम दीनामणी दर्ज है जोकि सही है। जिसकी दुरुस्ती बारे एक शपथ-पत्र भी प्रार्थी द्वारा प्रस्तुत किया गया है इसका नाम राजस्व रिकार्ड महाल व पटवार वृत्त शैशर, उप-तहसील सैज, जिला कुल्लू में सीता देवी के स्थान पर सीता देवी उर्फ दीनामणी दर्ज किए जाने की प्रार्थना की है।

अतः इस इशतहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी को इस बारे कोई एतराज हो तो दिनांक 09-02-2020 को असालतन या वकालतन प्रातः 11.00 बजे हाजिर होकर अपना एतराज पेश कर सकता है निर्धारित अवधि के पश्चात् कोई उजर व एतराज प्राप्त न होने पर प्रार्थना-पत्र स्वीकार किया जाकर राजस्व रिकार्ड में इसका नाम सीता देवी उर्फ दीनामणी पत्नी स्व० श्री झदू राम दर्ज करने के आदेश पारित किए जाएंगे।

आज दिनांक 08-01-2020 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—
सहायक समाहर्ता द्वितीय श्रेणी एवं कार्यकारी दण्डाधिकारी सैज,
उप-तहसील सैज, जिला कुल्लू।

ब अदालत सहायक समाहर्ता प्रथम श्रेणी एवं तहसीलदार कुल्लू, जिला कुल्लू (हि०प्र०)

केस नं० : 2-DET/2019

केस दायर : 06-01-2020

श्री अशोक कुमार पुत्र श्री नीती प्रकाश, निवासी गांव गुरुबेहड़, डाकघर ढालपुर, तहसील व जिला कुल्लू (हि०प्र०)।

बनाम

आम जनता

विषय.—मृत्यु प्रमाण-पत्र में नाम दुरुस्ती हेतु प्रार्थना-पत्र।

श्री अशोक कुमार पुत्र श्री नीती प्रकाश, निवासी गांव गुरुबेहड़, डाकघर ढालपुर, तहसील व जिला कुल्लू (हि0प्र0) ने इस कार्यालय में प्रार्थना-पत्र मय शपथ-पत्र दिया है कि उसकी माता जी के पिता का नाम मृत्यु प्रमाण-पत्र में श्रीमती रामदेई पुत्री श्री तुले राम दर्ज किया है जोकि गलत है जिसे बाद छानबीन हेतु क्षेत्र कानूनगो कुल्लू व पटवारी हल्का ढालपुर को भेजा गया। जिसकी रिपोर्ट क्षेत्र कानूनगो कुल्लू से दिनांक 21-12-2019 को प्राप्त हो चुकी है जिसके अनुसार जमाबन्दी साल 2016-17 का खेवट/खतौनी नं0 271/350, ख0 नं0 3530/2411/331 रकबा तादादी 0-9-0 बीघा में खाना मलकियत में श्रीमती रामदेई पुत्र श्री देवी राम पुत्र रोहलू दर्ज है। ई0 नं0 8522 बरास्त तारीख फैसला 1-12-2018 श्रीमती रामदेई फौतशुदा बनाम अशोक कुमार पुत्र नीती प्रकाश पुत्र तुले राम साकन देह करके दर्ज शुदा है। नकल जमाबन्दी व जायज वारसान प्रमाण-पत्र संलग्न है।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि उक्त रामदेई के पिता का नाम दुरुस्त करने बारे कोई उजर/एतराज हो तो वह अधोहस्ताक्षरी के कार्यालय में इस इशतहार के जारी होने के एक माह के भीतर लिखित रूप में उजर/एतराज दायर करेगा। यदि उक्त समय अवधि तक कोई भी उजर/एतराज दायर नहीं हुआ तो मृत्यु प्रमाण-पत्र में तुले राम उर्फ देवी राम सही नाम दर्ज करने बारे आदेश जारी किया जाएगा।

आज दिनांक 08-01-2020 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता प्रथम श्रेणी एवं
तहसीलदार कुल्लू, जिला कुल्लू (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, पांवटा साहिब, जिला सिरमौर (हि0 प्र0)

प्रकरण संख्या : 4414

Ms. Kumari Raksha पुत्री श्री Amar Singh, निवासी Nigali, तहसील पांवटा साहिब, जिला सिरमौर, (हि0 प्र0) वादिया।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—प्रार्थना-पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

Ms. Kumari Raksha पुत्री श्री Amar Singh, निवासी Nigali, तहसील पांवटा साहिब, जिला सिरमौर, (हि0 प्र0) ने एक प्रार्थना-पत्र प्रस्तुत करके निवेदन किया है कि आवेदिका किन्हीं कारणों से अपनी स्वयं Ms. Kumari Raksha की जन्म तिथि 20-02-1987 का इन्द्राज निर्धारित अवधि के अन्दर सम्बन्धित ग्राम पंचायत में दर्ज नहीं करवा पाई है। इस बारे आवेदिका द्वारा एक ब्यान हल्फी भी पेश किया गया है तथा इस सम्बन्ध में दो गवाहों के शपथ-पत्र भी आवेदिका ने अपने प्रार्थना-पत्र के साथ संलग्न किये हैं। आवेदिका ने ग्राम पंचायत Banuar में अपनी ऊपर वर्णित स्वयं की जन्म तिथि 20-02-1987 को दर्ज करने का अनुरोध किया है।

अतः इस इशतहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को Ms. Kumari Raksha की जन्म तिथि ग्राम पंचायत Banuar, तहसील पांवटा साहिब में दर्ज करने बारे कोई एतराज हो तो वह मिति 09-02-2020 को या इससे पूर्व हमारे न्यायालय में हाजिर होकर लिखित अथवा मौखिक

एतराज पेश कर सकता है। उक्त निश्चित तिथि के बाद कोई भी एतराज मान्य नहीं होगा और समझा जायेगा कि उक्त Ms. Kumari Raksha की जन्म तिथि को सम्बन्धित ग्राम पंचायत में दर्ज करने बारे किसी को कोई एतराज नहीं है तथा नियमानुसार जन्म तिथि पंजीकरण के आदेश जारी कर दिये जायेंगे।

आज दिनांक 08-01-2020 को हमारे हस्ताक्षर व मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
पांवटा साहिब, जिला सिरमौर (हि0 प्र0)

ब अदालत कार्यकारी दण्डाधिकारी, पांवटा साहिब, जिला सिरमौर (हि0 प्र0)

प्रकरण संख्या : 4413

श्री Naresh Kumar पुत्र श्री Amar Singh, निवासी Nigali, तहसील पांवटा साहिब, जिला सिरमौर, (हि0 प्र0) वादी।

बनाम

आम जनता

प्रतिवादी।

उनवान मुकद्दमा.—प्रार्थना-पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्री Naresh Kumar पुत्र श्री Amar Singh, निवासी Nigali, तहसील पांवटा साहिब, जिला सिरमौर, (हि0 प्र0) ने एक प्रार्थना-पत्र प्रस्तुत करके निवेदन किया है कि आवेदक किन्हीं कारणों से अपनी स्वयं Naresh Kumar की जन्म तिथि 04-06-1978 का इन्द्राज निर्धारित अवधि के अन्दर सम्बन्धित ग्राम पंचायत में दर्ज नहीं करवा पाया है। इस बारे आवेदक द्वारा एक ब्यान हल्फी भी पेश किया गया है तथा इस सम्बन्ध में दो गवाहों के शपथ-पत्र भी आवेदक ने अपने प्रार्थना-पत्र के साथ संलग्न किये हैं। आवेदक ने ग्राम पंचायत Banuar में अपनी ऊपर वर्णित स्वयं की जन्म तिथि 04-06-1978 को दर्ज करने का अनुरोध किया है।

अतः इस इश्तहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को Naresh Kumar की जन्म तिथि ग्राम पंचायत Banuar, तहसील पांवटा साहिब में दर्ज करने बारे कोई एतराज हो तो वह मिति 09-02-2020 को या इससे पूर्व हमारे न्यायालय में हाजिर होकर लिखित अथवा मौखिक एतराज पेश कर सकता है। उक्त निश्चित तिथि के बाद कोई भी एतराज मान्य नहीं होगा और समझा जायेगा कि उक्त Naresh Kumar की जन्म तिथि को सम्बन्धित ग्राम पंचायत में दर्ज करने बारे किसी को कोई एतराज नहीं है तथा नियमानुसार जन्म तिथि पंजीकरण के आदेश जारी कर दिये जायेंगे।

आज दिनांक 08-01-2020 को हमारे हस्ताक्षर व मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
पांवटा साहिब, जिला सिरमौर (हि0 प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, पांवटा साहिब, जिला सिरमौर, हि0 प्र0

प्रकरण संख्या : 4329

Smt. Pritam Kaur पुत्री श्री Jia Lal, निवासी Kotri Beas, तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0) वादिनी ।

बनाम

आम जनता

प्रतिवादी ।

उनवान मुकदमा.—प्रार्थना—पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

Smt. Pritam Kaur पुत्री श्री Jia Lal, निवासी Kotri Beas, तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0) ने एक प्रार्थना—पत्र प्रस्तुत करके निवेदन किया है कि आवेदिका किन्हीं कारणों से अपनी स्वयं Pritam Kaur की जन्म तिथि 01-01-1954 का इन्द्राज निर्धारित अवधि के अन्दर सम्बन्धित ग्राम पंचायत में दर्ज नहीं करवा पाई है। इस बारे आवेदिका द्वारा एक ब्यान हल्फी भी पेश किया गया है तथा इस सम्बन्ध में दो गवाहों के शपथ—पत्र भी आवेदिका ने अपने प्रार्थना—पत्र के साथ संलग्न किये हैं। आवेदिका ने ग्राम पंचायत Kotri Beas, में अपनी ऊपर वर्णित स्वयं की जन्म तिथि 01-01-1954 को दर्ज करने का अनुरोध किया है।

अतः इस इशतहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को Smt. Pritam Kaur की जन्म तिथि ग्राम पंचायत Kotri Beas, तहसील पांवटा साहिब में दर्ज करने बारे कोई एतराज हो तो वह मिति 09-02-2020 को या इससे पूर्व हमारे न्यायालय में हाजिर होकर लिखित अथवा मौखिक एतराज पेश कर सकता है। उक्त निश्चित तिथि के बाद कोई भी एतराज मान्य नहीं होगा और समझा जायेगा कि उक्त Smt. Pritam Kaur की जन्म तिथि को सम्बन्धित ग्राम पंचायत में दर्ज करने बारे किसी को कोई एतराज नहीं है तथा नियमानुसार जन्म तिथि पंजीकरण के आदेश जारी कर दिये जायेंगे।

आज दिनांक 08-01-2020 को हमारे हस्ताक्षर व मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित /—
कार्यकारी दण्डाधिकारी,
पांवटा साहिब, जिला सिरमौर (हि0 प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, पांवटा साहिब, जिला सिरमौर, हि0 प्र0

प्रकरण संख्या : 4447

Sh. Ram Swaroop पुत्र श्री Raju Ram, निवासी Bharapur, तहसील पांवटा साहिब, जिला सिरमौर (हि0 प्र0) वादी ।

बनाम

आम जनता

प्रतिवादी ।

उनवान मुकदमा.—प्रार्थना—पत्र जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

Sh. Ram Swaroop पुत्री श्री Raju Ram, निवासी Bharapur, तहसील पांवटा साहिब, जिला सिरमौर, (हि0 प्र0) ने एक प्रार्थना-पत्र प्रस्तुत करके निवेदन किया है कि आवेदक किन्हीं कारणों से अपने पुत्र Rohit Kumar की जन्म तिथि 20-09-1999 का इन्द्राज निर्धारित अवधि के अन्दर सम्बन्धित ग्राम पंचायत में दर्ज नहीं करवा पाया है। इस बारे आवेदक द्वारा एक ब्यान हल्फी भी पेश किया गया है तथा इस सम्बन्ध में दो गवाहों के शपथ-पत्र भी आवेदक ने अपने प्रार्थना-पत्र के साथ संलग्न किये हैं। आवेदक ने ग्राम पंचायत Dhaulakuan में अपने ऊपर वर्णित पुत्र की जन्म तिथि 20-09-1999 को दर्ज करने का अनुरोध किया है।

अतः इस इशतहार द्वारा आम जनता को सूचित किया जाता है कि यदि किसी भी व्यक्ति को Rohit Kumar की जन्म तिथि ग्राम पंचायत Dhaulakuan, तहसील पांवटा साहिब में दर्ज करने बारे कोई एतराज हो तो वह मिति 09-02-2020 को या इससे पूर्व हमारे न्यायालय में हाजिर होकर लिखित अथवा मौखिक एतराज पेश कर सकता है। उक्त निश्चित तिथि के बाद कोई भी एतराज मान्य नहीं होगा और समझा जायेगा कि उक्त Rohit Kumar की जन्म तिथि को सम्बन्धित ग्राम पंचायत में दर्ज करने बारे किसी को कोई एतराज नहीं है तथा नियमानुसार जन्म तिथि पंजीकरण के आदेश जारी कर दिये जायेंगे।

आज दिनांक 08-01-2020 को हमारे हस्ताक्षर व मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
पांवटा साहिब, जिला सिरमौर (हि0 प्र0)

ब अदालत श्री रमन ठाकुर, सहायक समाहर्ता (प्रथम वर्ग), तहसील ददाहू, जिला सिरमौर,
हिमाचल प्रदेश

मिसल नं0 : 11/2019

तारीख पेशी : 08-02-2020

उनवान मुकद्दमा : तकसीम श्री लायकू

बनाम

वालिया आदि।

सर्वसाधारण को इस इशतहार के माध्यम से सूचित किया जाता है कि वादी श्री लायकू पुत्र श्री चान्दनू बनाम वालिया पुत्र श्री चान्दनू आदि, निवासी ग्राम भवाई बलीच, तहसील ददाहू, जिला सिरमौर, हि0 प्र0 ने भूमि खाता खतौनी नं0 122/220, खसरा नं0 298, 299, 300, 301, 302, 303, 304 कित्ता 7, रकबा तादादी 33-07-00 बिघा स्थित मौजा कोटी धिमान, तहसील ददाहू के तकसीम विभाजन हेतु हि0प्र0 भू-राजस्व अधिनियम, 1954 की धारा 123 के अन्तर्गत आवेदन किया है। इस मुकद्दमा में शामिल एक प्रतिवादी नं0 12. श्रीमती गुणो पत्नी मन्सा, प्रतिवादी 13, श्रीमती मस्तो पत्नी श्री कांशिया, श्री राजू पुत्र श्री मन्सा फौत हो चुके हैं उपरोक्त सभी के जायज वारसान की सूची उपलब्ध न होने के कारण उनको समन की तामिल सरल प्रकार से न हो पा रही है।

लिहाजा इस इशतहार के माध्यम से प्रतिवादी नं0 12. श्रीमती गुणो पत्नी मन्सा, प्रतिवादी 13. श्रीमती मस्तो पत्नी श्री कांशिया, श्री राजू पुत्र श्री मन्सा फौत हो चुके हैं उपरोक्त सभी के जायज वारसान यदि है तो सभी असालतन या वकालतन आगामी निर्धारित तारीख पेशी 08-02-2020 को या इससे पूर्व इस अदालत हजा में हाजिर होकर अपना पक्ष रखें। इसके अतिरिक्त मिसल नं0 11/2019 में अन्य किसी को उजर व एतराज है तो दिनांक 08-02-2020 को या इससे पूर्व इस अदालत हजा में हाजिर होकर अपना पक्ष रखें हाजिर न आने की सूरत में कार्यवाही एकतरफा अमल में लाई जाएगी तथा इस प्रकारण में आगामी कार्यवाही नियमानुसार की जाएगी।

आज दिनांक 08-01-2020 को मेरे हस्ताक्षर व कार्यालय मोहर द्वारा जारी किया गया।

मोहर।

रमन ठाकुर,
सहायक समाहर्ता (प्रथम वर्ग),
तहसील ददाहू, जिला सिरमौर (हि0 प्र0)।

**ब अदालत श्री रमन ठाकुर, सहायक समाहर्ता (प्रथम श्रेणी), ददाहू, जिला सिरमौर,
हिमाचल प्रदेश**

मिसल नं० : 40 / 2019

तारीख संस्थापन : 16-07-2019

श्री रणवीर सिंह पुत्र श्री नागेन्द्र सिंह, निवासी कागटां फैलग, तहसील ददाहू, जिला सिरमौर, (हि० प्र०)।

बनाम

आम जनता

श्री रणवीर सिंह पुत्र श्री नागेन्द्र सिंह, निवासी कागटां, फैलग, तहसील ददाहू, जिला सिरमौर, (हि० प्र०) ने इस अदालत में एक दरखास्त गुजारी है कि उसका नाम राजस्व रिकार्ड मौजा कागटां फैलग में रण सिंह दर्ज है जोकि गलत है जबकि उसका सही नाम रणवीर सिंह है। जिसकी पुष्टि हेतु प्रार्थी ने आवेदन-पत्र मय हल्फनामा, परिवार नकल की छाया प्रति, आधार कार्ड की छाया प्रति, आठवीं कक्षा का प्रमाण-पत्र इत्यादि दस्तावेज प्रस्तुत किये हैं जिसमें उसका नाम रणवीर सिंह लिखा गया है।

अतः इस नोटिस द्वारा समस्त जनता ग्राम कागटां फैलग व प्रार्थी के समस्त रिश्तेदारों को सूचित किया जाता है कि यदि किसी को उक्त प्रार्थी के नाम को राजस्व अभिलेख मौजा कागटां फैलग में रण सिंह के स्थान पर रणवीर सिंह दुरुस्त करवाने बारे कोई उजर व एतराज हो तो वह दिनांक 08-02-2020 व इससे पूर्व असालतन व वकालतन हाजिर होकर अपना एतराज पेश कर सकता है। उसके उपरांत कोई उजर/एतराज नहीं सुना जाएगा और नियमानुसार प्रार्थना-पत्र का निपटारा कर दिया जाएगा।

आज दिनांक 08-01-2020 को मेरे हस्ताक्षर व कार्यालय की मोहर द्वारा जारी किया गया।

मोहर।

रमन ठाकुर,
सहायक समाहर्ता प्रथम श्रेणी,
ददाहू, जिला सिरमौर, (हि० प्र०)।

**ब अदालत श्री रमन ठाकुर, सहायक समाहर्ता प्रथम श्रेणी, तहसील ददाहू, जिला सिरमौर,
हिमाचल प्रदेश**

ब मुकद्दमा :

श्री चन्द्रमोहन उर्फ चन्द्रमणी पुत्र श्री चमक सिंह, निवासी ग्राम ढांग, तहसील ददाहू, जिला सिरमौर, (हि० प्र०)।

बनाम

आम जनता

प्रार्थना-पत्र दुरुस्ती नाम।

श्री चन्द्रमोहन उर्फ चन्द्रमणी पुत्र श्री चमक सिंह, निवासी ग्राम ढांग, तहसील ददाहू, जिला सिरमौर, हि० प्र० ने इस अदालत में एक आवेदन-पत्र प्रस्तुत किया है कि प्रार्थी का नाम राजस्व रिकार्ड मौजा ढांग में चन्द्रमणी दर्ज है जो गलत है जबकि प्रार्थी का नाम आधार कार्ड, परिवार नकल में चन्द्रमोहन दर्ज है जो सही है। जिसकी पुष्टि हेतु प्रार्थी ने अपने आवेदन के साथ हलफनामा परिवार नकल की छायाप्रति, आधार कार्ड की छायाप्रति इत्यादि दस्तावेज प्रस्तुत किये हैं जिसमें उसका नाम चन्द्रमोहन लिखा है।

अतः इस नोटिस द्वारा समस्त जनता ग्राम ढांग हर आम व खास को सूचित किया जाता है कि यदि किसी को उक्त प्रार्थी के नाम की दुरुस्ती राजस्व रिकार्ड मौजा ढांग में दर्ज करने बारे कोई उजर व एतराज हो तो वह दिनांक 13-02-2020 को या इससे पूर्व असालतन या वकालतन हाजिर होकर अपना एतराज पेश कर सकता है। उसके पश्चात् कोई उजर व एतराज न सुना जाएगा और नियमानुसार प्रार्थना-पत्र का निपटारा कर दिया जाएगा।

आज दिनांक 16-01-2020 को मेरे हस्ताक्षर व कार्यालय मोहर द्वारा जारी किया गया।

मोहर।

रमन ठाकुर,
सहायक समाहर्ता प्रथम श्रेणी,
ददाहू, जिला सिरमौर (हि0 प्र0)।

ब अदालत श्री राजेश कुमार, सहायक समाहर्ता द्वितीय वर्ग, तहसील ददाहू, जिला सिरमौर,
हिमाचल प्रदेश

ब मुकद्दमा :

श्री जसवन्त सिंह पुत्र श्री नैन सिंह, निवासी जार द्राबिल, तहसील ददाहू, जिला सिरमौर, (हि0 प्र0)

बनाम

आम जनता

प्रार्थना-पत्र दुरुस्ती नाम।

श्री जसवन्त सिंह पुत्र श्री नैन सिंह, निवासी जार द्राबिल, तहसील ददाहू, जिला सिरमौर (हि0 प्र0) ने इस अदालत में एक आवेदन-पत्र प्रस्तुत किया है कि प्रार्थी का नाम राजस्व अभिलेख मौजा जार द्राबिल में जस्सू दर्ज है जो गलत है जबकि प्रार्थी का नाम जसवन्त सिंह है। जिसकी पुष्टि हेतु प्रार्थी ने अपने आवेदन के साथ आधार कार्ड, परिवार नकल, स्कूल त्याग प्रमाण-पत्र व अपना हल्फिया संलग्न किया है जिसकी दुरुस्ती हेतु राजस्व अभिलेख मौजा जार द्राबिल में अपना नाम जसवन्त सिंह दर्ज करवाना चाहता है।

अतः इस नोटिस द्वारा समस्त जनता ग्राम जार द्राबिल हर आम व खास को सूचित किया जाता है कि यदि किसी को उक्त नाम की दुरुस्ती राजस्व अभिलेख में करने बारे कोई उजर व एतराज हो तो वह दिनांक 04-02-2020 को या इससे पूर्व असालतन या वकालतन हाजिर होकर अपना एतराज पेश कर सकता है। उसके पश्चात् कोई उजर व एतराज न सुना जाएगा और नियमानुसार प्रार्थना-पत्र का निपटारा कर दिया जाएगा।

आज दिनांक 04-01-2020 को मेरे हस्ताक्षर व कार्यालय मोहर द्वारा जारी किया गया।

मोहर।

राजेश कुमार,
सहायक समाहर्ता द्वितीय श्रेणी,
ददाहू, जिला सिरमौर (हि0 प्र0)।

**ब अदालत नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी, उप-तहसील नारग,
जिला सिरमौर, हिमाचल प्रदेश**

श्री देवी लाल पुत्र स्व० श्री ओम प्रकाश, निवासी ग्राम व डाकघर कोटला पंजोला, उप-तहसील नारग, जिला सिरमौर (हि०प्र०)।

बनाम

आम जनता

दरखास्त जेर धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969.

श्री देवी लाल पुत्र स्व० श्री ओम प्रकाश, निवासी ग्राम व डाकघर कोटला पंजोला, उप-तहसील नारग, जिला सिरमौर (हि०प्र०) ने इस अदालत में प्रार्थना-पत्र मय शपथ-पत्र गुजरा है कि उनके पिता स्व० श्री ओम प्रकाश की मृत्यु दिनांक 25-09-1999 का हुई थी, जिसका इन्द्राज ग्राम पंचायत कोटला पंजोला, उप-तहसील नारग, जिला सिरमौर (हि०प्र०) में किन्हीं कारणों से दर्ज नहीं हुआ है।

अतः इस इशतहार द्वारा आम व खास को सूचित किया जाता है कि यदि किसी को उक्त नाम या तिथि पंचायत रिकार्ड में दर्ज करने बारे कोई एतराज हो तो वह दिनांक 11-03-2020 को या इससे पूर्व अदालत में हाजिर होकर अपना एतराज पेश कर सकता है, अन्यथा सचिव ग्राम पंचायत को उक्त नाम व तिथि दर्ज करने बारे आदेश जारी कर दिये जायेंगे।

आज दिनांक 28-12-2019 को हमारे हस्ताक्षर व मोहर से जारी हुआ।

मोहर।

हस्ताक्षरित /—
नायब तहसीलदार एवं कार्यकारी दण्डाधिकारी,
उप-तहसील नारग, जिला सिरमौर (हि०प्र०)।

ब अदालत सहायक समाहर्ता द्वितीय श्रेणी, नारग, जिला सिरमौर (हि० प्र०)

दावा सं० : 04/13 ऑफ 2019

ता० मजरुआ : 13-02-2019

श्रीमती मंजू बाला पुत्री श्री रमेश कुमार, पत्नी श्री जिया लाल, निवासी ग्राम खलांटी, डाकघर भोली, तहसील व जिला सोलन (हि० प्र०)।

बनाम

आम जनता

विषय.—प्रार्थना-पत्र अधीन धारा 35 ता 38 हि० प्र० भू० राजस्व अधिनियम, 1953.

श्रीमती मंजूबाला पुत्री श्री रमेश कुमार पत्नी श्री जिया लाल, निवासी ग्राम खलांटी, डाकघर भोली, तहसील व जिला सोलन (हि० प्र०) ने इस न्यायालय में धारा 35 ता 38 के अन्तर्गत अपना नाम श्रीमती मंजू बाला दुरुस्ती करने हेतु आवेदन-पत्र गुजार रखा है कि प्रार्थिन का नाम श्रीमती मंजू बाला है। परन्तु राजस्व अभिलेख मौजा उपसम्पदा खल्लाना, उप-तहसील नारग में श्रीमती मधू बाला दर्ज है। अब प्रार्थिन अपना नाम राजस्व अभिलेख मौजा उपसम्पदा खल्लाना, उप-तहसील नारग में दुरुस्त करवाकर श्रीमती मधू बाला के स्थान पर श्रीमती मंजू बाला दर्ज करवाना चाहती है।

अतः आम जनता को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति आम या खास को प्रार्थिन का नाम श्रीमती मंजू बाला राजस्व अभिलेख मौजा उपसम्पदा दोभाड़ा में श्रीमती मधू बाला के स्थान पर श्रीमती मंजू बाला दर्ज करने बारे किसी प्रकार का उजर एवं एतराज हो तो वह असालतन या वकालतन दिनांक 11-03-2020 को प्रातः 10.00 बजे तक अपना उजर या एतराज न्यायालय में पेश कर सकते हैं गैरहाजिरी की सूरत में एकतरफा कार्यवाही अमल में लाई जावेगी।

आज दिनांक 28-12-2019 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
सहायक समाहर्ता द्वितीय श्रेणी,
उप-तहसील नारग, जिला सिरमौर (हि0 प्र0)।

ब अदालत श्री राजीव रांटा, कार्यकारी दण्डाधिकारी, नौहराधार, जिला सिरमौर
(हि0 प्र0)

श्री राजेन्द्र पुत्र श्री सुन्दर सिंह, निवासी नौहराधार, तहसील नौहराधार, जिला सिरमौर (हि0 प्र0)

बनाम

आम जनता

उपरोक्त प्रार्थना-पत्र श्री राजेन्द्र पुत्र श्री सुन्दर सिंह, निवासी नौहराधार, तहसील नौहराधार, जिला सिरमौर (हि0 प्र0) ने अधीन धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के अन्तर्गत प्रस्तुत करके प्रार्थना की है कि उनकी पुत्री वर्षा जिसकी जन्म तिथि 18-11-2013 है का नाम ग्राम पंचायत नौहराधार के रिकार्ड में दर्ज नहीं करवाया गया है। जिसे प्रार्थी अब दर्ज करवाना चाहता है।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि इस सम्बन्ध में यदि किसी व्यक्ति को उजर या एतराज हो तो वह स्वयं अथवा अपने प्रतिनिधि द्वारा मिति 10-02-2020 को सुबह दस बजे इस अदालत में उपस्थित आकर प्रस्तुत करे। बसूरत दीगर वर्षा का नाम एवं जन्म तिथि को दर्ज करने के आदेश जारी कर दिये जायेंगे।

आज दिनांक 03-01-2020 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित/—
कार्यकारी दण्डाधिकारी,
नौहराधार, जिला सिरमौर (हि0 प्र0)।

**In the Court of Shri L. R. Verma, H.A.S., Marriage Officer-cum- Sub-Divisional Magistrate,
Paonta Sahib, District Sirmaur, Himachal Pradesh**

NOTICE UNDER SECTION 16 OF SPECIAL MARRIAGE ACT, 1954

In the matter of :

1. Sh. Rashim Mittal s/o Sh. Mahesh Mittal, r/o H. No. 169/06, W. No. 12, Nav Vihar Colony, Tehsil Paonta Sahib, District Sirmaur (H.P.).

2. Smt. Sheweta Chauhan d/o Sh. Ram Lal Chauhan, r/o H. No. 552, Near Tapan Hyundai Showroom Bhattanwali, Tehsil Paonta Sahib, District Sirmaur (H.P.).

Versus

General Public

An Application for registration of Marriage under section 15 of Special Marriage Act, 1954.

Sh. Rashim Mittal s/o Sh. Mahesh Mittal, r/o H. No. 169/06, W. No. 12, Nav Vihar Colony, Tehsil Paonta Sahib, District Sirmaur (H.P.) and Smt. Sheweta Chauhan d/o Sh. Ram Lal Chauhan, r/o H. No. 552, Near Tapan Hyundai Showroom Bhattanwali, Tehsil Paonta Sahib, District Sirmaur (H.P.) have filed an application alongwith affidavits in this court under section 15 of Special Marriage Act, 1954 on dated 27-11-2019 stating therein that they have solemnized their marriage on 29-08-2019 and they have been living together as husband and wife ever since then. Hence notices are given to all concerned and general public to this effect that if anybody have any objection regarding the registration of marriage duly solemnized on 29-08-2019 between Sh. Rashim Mittal s/o Sh. Mahesh Mittal, r/o H. No. 169/06, W. No. 12, Nav Vihar Colony, Tehsil Paonta Sahib, District Sirmaur (H.P.) and Smt. Sheweta Chauhan d/o Sh. Ram Lal Chauhan, r/o H. No. 552, Near Tapan Hyundai Showroom Bhattanwali, Tehsil Paonta Sahib, District Sirmaur (H.P.) he/she should file written objections and appear personally or through an authorized agent before this court within 30 days from the date of issue of this notice. After expiry of the said period, the marriage certificate would be issued to the applicants by this Court.

Issued under my hand and office seal of this court on 17-01-2020.

Seal.

L.R. VERMA (HAS),
Marriage Officer-cum-Sub-Divisional Magistrate,
Paonta Sahib, District Sirmaur (H.P.).

CHANGE OF NAME

I, No. 10480898N Hav. Sukhbindar Kumar s/o Sh. Bishan Dass, r/o Village Mangul, P.O. & Tehsil Galore, District Hamirpur (H.P.) have changed my name from Sukhwindar Kumar to Sukhbindar Kumar *vide* affidavit No. 364/mc dated 17-01-2020 before Executive Magistrate Galore (H.P.).

Hav. SUKHBINDAR KUMAR,
s/o Sh. Bishan Dass, r/o Village Mangul,
P.O. & Tehsil Galore, District Hamirpur (H.P.).

CHANGE OF NAME

I, Kirna Devi d/o Sh. Krishan Chand, w/o Sh. Sagar Singh, Village Dhantu, P.O. Mahadev, Tehsil Sundernagar, District Mandi (H.P.) declare that in Gram Panchayat record my name entered Kirna Kumari and Kirna Devi in all educational record. I have changed my name as Kiran for all purposes.

KIRAN

*d/o Sh. Krishan Chand, w/o Sh. Sagar Singh,
Village Dhanotu, P.O. Mahadev,
Tehsil Sundernagar, District Mandi (H.P.).*